

**STATE OF HAWAII
DEPARTMENT OF HUMAN SERVICES**

Legal Ad Date: December 25, 2005

**REQUEST FOR PROPOSALS
NO.HMS-903-06-05-S**

COMPETITIVE SEALED PROPOSALS

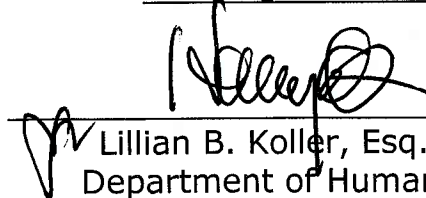
To

**DEVELOPMENT AND IMPLEMENTATION OF
PERFORMANCE MEASURES AND EVALUATION OF TEEN
PREGNANCY PREVENTION PROGRAMS**

Will Be Received Up To:
4:30 p.m. H.S.T on Wednesday, February 15, 2006

In the Benefit, Employment and Support Services Division Administrative Office
Haseko Building, 820 Mililani Street, Room 606, Honolulu, Hawaii 96813

Questions related to this solicitation shall be directed to Ms. Kimberly Arista at
(808) 586-7090, facsimile at (808) 586-5744 or email at
karista@dhs.hawaii.gov



Lillian B. Koller, Esq. Director
Department of Human Services

Offeror: _____

Offeror: _____

HMS-903-06-05-S

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SECTION 10 ADMINISTRATIVE OVERVIEW

10.100 TERMS AND ACRONYMS USED HEREIN

Procurement Officer	=	The contracting officer for the State Department of Human Services
DHS	=	Department of Human Services
BESSD	=	Benefit, Employment, & Support Services Division
OYS	=	Office of Youth Services
State	=	State of Hawaii, including each department's and political subdivisions
BAFO	=	Best and Final Offer
HAR	=	Hawaii Administrative Rules – To browse rules: http://www.spo.hawaii.gov
HRS	=	Hawaii Revised Statutes. To browse HRS chapters: http://www.capitol.hawaii.gov/site1/docs/docs.asp
GC	=	General Conditions dated 12/04 issued by the State Department of Attorney General
RFP	=	Request for Proposals
Offeror	=	Any individual, partnership, firm, corporation, joint venture, or representative or agent, submitting an offer in response to this solicitation.
EC	=	Evaluation Committee
Jurisdiction	=	Purchasing jurisdictions are the government entities headed by a chief procurement officer

pursuant to HRS § 103D-203.

10.200 PURPOSE AND OBJECTIVE OF THE REQUEST FOR PROPOSAL

The purpose and objective of the Request for Proposal (RFP) is to seek the services of a nationally experienced research firm or contractor to aid in the development of appropriate performance measures and to develop and/or implement a rigorous evaluation based on well-tested theory for the numerous multi-faceted teen pregnancy prevention programs currently funded through the Temporary Assistance for Needy Families (TANF) program. The primary goal of the proposed agreement is the further understanding of teen pregnancy prevention interventions and the extent to which these interventions meet their goal of reducing teenage pregnancies. Federal funding under this announcement is intended to support evaluation exclusively, not program operation of service provision.

The successful Offeror awarded the contract must provide all staffing, office space, office equipment, travel expenses, computer hardware and software, procedures, and deliverables required to perform the services described herein. The successful Offeror shall be responsible for all costs of providing the required services as described in this RFP.

Offerors are advised that the entire RFP, any addenda, and the corresponding proposal shall be the entire contract with the successful Offeror.

The DHS reserves the right to modify, amend, change, add, or delete any requirements in the RFP and the documentation library to serve the best interest of the State. If significant amendments are made to the RFP, interested parties shall be provided additional time to submit their proposals.

Federal funds appropriated for this initiative shall not exceed \$400,000 (FOUR HUNDRED THOUSAND DOLLARS)

10.300 CANCELLATION OF THE RFP

The RFP may be cancelled at any time, without liability, when it is determined to be in the best interest of the State.

10.400 AUTHORITY TO ISSUE THE RFP

This RFP is issued under the provisions of the Hawaii Revised Statutes (HRS), Chapter 103D. All Offerors are charged with the presumptive knowledge of all requirements cited by these authorities, and submission of a valid executed proposal by any Offeror shall constitute admission of such knowledge on the part of such Offeror. Failure to comply with any requirement may result in the rejection of the proposal in whole or in part. DHS reserves the right, without liability, to reject any or all proposals received when it is determined to be in the best interest of the State.

10.500 ISSUING OFFICER

This RFP is issued by the State of Hawaii, Department of Human Services, Benefit, Employment and Support Services Division, Employment and Child Care Program Office. The Issuing Officer within the DHS is the sole point of contact from the date of release of this RFP until the selection of a successful Offeror. The Issuing Officer for this RFP is:

Ms. Kimberly Arista
Department of Human Services
Employment and Childcare Program Office
820 Mililani Street, Suite 606
Honolulu, Hawaii 96813
Telephone: (808) 586-7090
Facsimile: (808) 586-5744
Email: karista@dhs.hawaii.gov

10.600 ORGANIZATION OF THE RFP

The RFP is composed of ten (10) sections, plus appendices:

- Section 10 – Administrative Overview. Provides general information on the purpose of the RFP, the authorities relating to the issuance of the RFP, organization of the RFP, and terms and acronyms used in the RFP.
- Section 20 – RFP Schedule of Significant Dates and Overview of the RFP Process. Provides information on the rules and

schedules for procurement of this RFP and the general RFP process.

- Section 30 – Mandatory Procurement Requirements and Offeror Responsibility. Describes and gives information that is required, necessary, and important in the RFP process. This section also details Offeror's responsibilities.
- Section 40 – Special Conditions. Describes the terms and conditions of the RFP and terms and conditions under which the work will be performed.
- Section 50 – Term of Contract and Compensation. Provides information on the contract period and compensation.
- Section 60 – Background. Describes and gives information that is helpful to understand the DHS and the programs and services the DHS provides.
- Section 70 – Scope of Services. Provides information on the services required and to be provided under the contract.
- Section 80 – Technical Proposal. Defines the required format of the technical proposal and the minimum information to be provided in the proposal.
- Section 90 – Business Proposal. Defines the required format of the business proposal and the minimum information to be provided in the proposal.
- Section 100 – Evaluation Criteria and Selection. Defines the evaluation criteria and explains the evaluation process.

Various appendices are also included to support the information presented in Sections 10 through 100.

Offerors are advised that the entire RFP, any addenda, and the corresponding proposal shall be a part of the contract with the successful Offeror.

10.700 DHS CONTRACT ADMINISTRATOR

Upon award of the contract, the DHS Contract Administrator will serve as the DHS' primary liaison to the Contractor during all phases of the contract (see Subsection 71.700 Project Administration). The DHS Contract Administrator is:

Mr. Pankaj Bhanot, Employment and Child Care Program
Department of Human Services
Employment and Child Care Program
820 Mililani Street, Suite 606
Honolulu, HI 96813

Telephone: (808) 586-7062
Facsimile: (808) 586-5744
Email: pbhanot@dhs.hawaii.gov

SECTION 20 RFP SCHEDULE OF SIGNIFICANT DATES AND OVERVIEW OF THE RFP PROCESS

20.100 RFP TIMELINE

The schedule set forth herein represents the DHS' best estimate of the schedule that will be followed. If a component of this schedule, such as "Proposals Due Date" is delayed, the rest of the schedule will likely be shifted by the same number of days. The proposed schedule is as follows:

Legal Ad Date/Issue RFP:	December 25, 2005
Pre-Proposal Conference:	January 17, 2006
Deadline to Submit Written Questions And Notice of Intent to Propose:	January 24, 2006
State's Response to Written Questions:	January 31, 2006
Proposals Due and Opened:	February 15, 2006
Proposal Evaluations:	February 16-24, 2006
Oral Presentations or Questions to Offerors, if necessary:	
Best and Final Offer, if necessary:	
Contract Award, no later than:	March 3, 2006
Contract Execution:	April 3, 2006
Contract Start Date:	May 1, 2006

20.200 PROCUREMENT AUTHORITY

This RFP and any contract awarded pursuant to this RFP shall be subject to HRS, Chapter 103D and the administrative rules adopted there under at Hawaii Administrative Rules (HAR), chapter 3-120, et seq. (hereinafter "the Procurement Rules"). This is a competitive sealed proposal procured under HRS Section 103D-303 and the HAR chapter 3-122, subchapter 6. The award will be made to the Offeror with the highest combined score of technical and price.

20.300 LEGAL AD/PUBLIC NOTICE

A legal ad/public notice for this RFP was issued on the internet at <http://www2.state.hi.us/bidapps/> on January 8, 2006 in accordance with HAR 3-122-24.

20.400 OVERVIEW OF THE RFP PROCESS

- a. The procurement process begins with the issuance of the RFP by the DHS, followed by a Pre-Proposal Conference, written questions or inquiries regarding the RFP, and for formal response. Changes to the RFP will be made only by Addendum.
- b. Proposals shall not be opened publicly, but shall be opened in the presence of two (2) or more procurement officials. The "Register of Proposals" and Offeror's proposals shall be open to public inspection, except for information deemed confidential or proprietary, after posting of the award.

All proposals and other material submitted by Offerors become the property of the State and may be returned only at the State's option.

- c. The Procurement Officer or an Evaluation Committee selected by the Procurement Officer shall evaluate the proposals in accordance with the evaluation criteria in Section 100. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.
- d. Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible

Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three (3) responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the Best and Final Offer (BAFO) is tendered.

- e. If during discussions, there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to Priority-Listed Offerors who submitted acceptable or potentially acceptable proposals.
- f. Following any discussions, Priority-Listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an Evaluation Committee reserves the right to have additional rounds of discussions with the top three (3) Priority-Listed Offerors prior to submission of the BAFO.
- g. The date and time for Priority-Listed Offerors to submit their BAFO, if required, is indicated in Section 20.100, RFP Timeline. If the Priority-Listed Offeror does not submit a "notice of withdrawal" or a BAFO, the Priority-Listed Offeror's immediate previous offer shall be construed as its BAFO.
- h. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section 100, the Procurement Officer or Evaluation Committee will make its recommendation. The Procurement Officer will award the contract to the Offeror whose proposal is determined to be the most advantageous to the State, taking into consideration price and the evaluation factors set forth in Section 100.
- i. The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Once the award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections of the proposal that the Offeror and the

State agree are confidential and/or proprietary should be identified by the Offeror and shall be excluded from access.

- j. The Procurement Officer or an Evaluation Committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an Evaluation Committee will conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to the RFP.
- k. The RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawaii.

20.410 WAIVER TO COMPETITIVE SEALED PROPOSAL PROCESS

If there is only one (1) responsible Offeror submitting an acceptable proposal, an award can be made to the single Offeror provided that the Procurement Officer determines in writing that the price submitted is fair and reasonable and 1) other prospective Offerors had reasonable opportunity to respond or 2) there is not adequate time for re-solicitation.

The sole offer may be rejected and a new solicitation or an alternative procurement method may be conducted pursuant to § 3-122-59, HAR.

20.420 PROTEST

Rules for a Protest are contained in Subsection 41.190 below.

20.430 DEBRIEFING

The purpose of a debriefing is to inform the non-selected Offerors of the basis for the selection and contract award.

A non-selected Offeror may request for a debriefing by written request within three (3) working days after the posting of the award of the contract. The debriefing may be conducted individually or as a group as determined by the Procurement

Officer and shall be held within at least seven (7) working days or to the extent practicable.

Section 30 MANDATORY PROCUREMENT REQUIREMENTS AND OFFEROR RESPONSIBILITIES

30.100 NOTICE OF INTENT TO OFFER

This solicitation requires the prospective Offeror to file a written Notice of Intent to Offer, subject to the following:

1. For this solicitation, potential Offeror's shall submit a Notice of Intent to Offer to the Issuing Officer no later than **4:30 p.m., H.S.T., on Tuesday, January 24, 2006.**
2. The notice may be submitted by facsimile, pursuant to section 3-122-9, HAR, and the date of receipt as evidenced by Issuing Officer's transaction receiving report, shall determine timeliness of the notice.
3. The Notice of Intent to Offer can be mailed, faxed, or via email to:

Ms. Kimberly Arista, Issuing Officer
Department of Human Services
Employment and Child Care Program Office
820 Mililani Street, Suite 606
Honolulu, HI 96813

Facsimile: (808) 586-7090
Email: karista@dhs.hawaii.gov

30.200 OFFEROR'S LEGAL NAME

Offeror is required to submit its offer using their exact legal name, using the Offer Form, Appendix A. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in blue or black ink. If the Offer Form, Appendix A is unsigned or the affixed signature is a facsimile or a photocopy, the proposal shall be automatically rejected unless accompanied by other material containing an original signature, indicating the Offeror's intent to be bound.

30.300 REFERENCES

Offeror will list, on Appendix A, Offer Form, page OF-3, three (3) companies or government agencies for whom services similar to those requested in this RFP were provided within the last five (5) years, or are currently being performed. The State reserves the right to contact the references provided.

30.400 TIMELY COMPLIANCE DOCUMENTS REQUIRED

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliances with the requirements of §103D-310(c) and (c)(1) and (2), HRS, that require compliance with all laws governing entities doing business in the State. The certificates listed below should be applied for and submitted to the DHS, Issuing Officer as soon as possible upon award of a contract. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

30.410 CHAPTER 237, HRS - TAX CLEARANCE REQUIREMENT FOR AWARD

Pursuant to §103D-328, HRS, upon award of a contract, Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall show legibly, the DOTAX certified copy stamp and the IRS stamp. The certificate is valid for six (6) months from the most recent

approval stamp date on the certificate. The certificate must be valid on the date it is received by the Issuing Officer.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX Tax Clearance Application Form A-6 (Rev.2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (forms and information):

<http://www.state.hi.us/tax/alphalist.htm1#a>

DOTAX Forms by Fax/Mail: (808) 587-7572 (for Oahu)

1-800-222-7572 (outside Oahu)

Completed tax clearance applications may be mailed, faxed, or submitted in person to the DOTAX, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488

IRS: (808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to DHS. However, the approved tax clearance certificate shall be submitted to the DHS, Issuing Officer either by mail or facsimile.

30.420 *CHAPTERS 383 (UNEMPLOYMENT INSURANCE, 386 (WORKER'S COMPENSATION), 392 (TEMPORARY DISABILITY INSURANCE), AND 393 (PREPAID HEALTH CARE), HRS – REQUIREMENTS FOR AWARD:*

Pursuant to §103D-310(c), HRS, the lowest responsive Offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the SPO. A photocopy of the certificate is acceptable to the DHS.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *Application for Certificate of Compliance with Section 3-122-112, HAR, Form LIR#27*, which is available at www.dlir.state.hi.us/formsall.shtml or at the neighbor island DLIR District Offices. The DLIR will return or fax the form to the Offeror who in turn shall submit it to the SPO.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR. However, the approved certificate must be submitted to the DHS, Issuing Officer by mail or facsimile.

30.430 *COMPLIANCE WITH SECTION 103D-310(C) (1) AND (2), HRS – CERTIFICATE OF GOOD STANDING REQUIREMENT FOR AWARD*

Pursuant to section 3-122-112, HAR, the lowest responsive Offeror shall be required to submit a *Certificate of Good Standing* issued by the State of Hawaii Department of Commerce and Consumer Affairs, Business Registration Division (BREG). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the DHS, Issuing Officer. A photocopy of the certificate is acceptable.

To obtain the certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit a certificate.

On-line business registration and the Certificate of Good Standing are available at www.BusinessRegistrations.com. To register or to obtain the certificate by phone, call (808) 586-2727 (M-F 8:45 a.m. to 4:30 p.m., H.S.T.). Offerors are advised that there are costs associated with registering and obtaining the Certificate of Good Standing.

Registering and obtaining the Certificate of Good Standing is the responsibility of the Offeror. However, the Certificate of Good Standing must be submitted to the DHS, Issuing Officer.

30.440 *HAWAII COMPLIANCE EXPRESS – "ONE STOP SHOP" FOR CERTIFICATES*

Alternately, instead of separately applying for these certificates at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "*Certificate of Vendor Compliance*." The HCE provides current compliance status as of the issuance date. The "*Certificate of Vendor Compliance*"

indicating that the vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for contracting purposes.

Vendors that elect to use the HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to obtain the various certificates as instructed in the sections above (30.400 – 30.430).

Offerors using the HCE to obtain the various certificates shall still be responsible to obtain (print-out) the "*Certificate of Vendor Compliance*" and submit a "hard-copy" to the DHS, Issuing Officer.

30.450 FINAL PAYMENT REQUIREMENTS

The Contractor is required to submit an original certified tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two (2) months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, an original "*Certificate of Compliance for Final Payment*" (SPO Form-22), Appendix F, will be required for final payment on the contract. A copy of the form is available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Procurement of Goods, Services, & Construction – Chapter 103D, HRS," menu.

30.500 PRE-PROPOSAL CONFERENCE

The purpose of a pre-proposal conference is to explain the procurement requirements and allow potential Offerors to ask questions related to the RFP.

A pre-proposal conference will be held on Tuesday, January 17, 2006 at 9:00 A.M. at 820 Mililani Street, Suite 610. The Pre-proposal conference is not mandatory; however, Offeror's are encouraged to attend the conference to gain a better understanding of the project and the work to be performed under the contract.

Offeror's must confirm their attendance with the DHS Issuing Officer by phone, facsimile or email by no later than Tuesday, January 10, 2005.

Offeror's are advised that anything discussed at the pre-proposal conference does not change any part of this solicitation. All changes and/or clarifications to this solicitation shall be done in the form of an addendum to the RFP.

30.600 ORIGINAL PROPOSAL AND COPIES TO BE SUBMITTED

Offeror shall submit one (1) unbound, original, marked "ORIGINAL" and ten (10) bound copies, marked "COPY" of both the Technical and Business Proposal. **DO NOT SUBMIT MORE THAN ONE ORIGINAL.**

Proposals shall be submitted in two parts: 1) technical, and 2) business proposals. The format and content of each are specified in Sections 80 and 90 respectively.

The proposals shall be received by the DHS, Issuing Officer no later than **4:30 p.m., H.S.T. on Wednesday, February 15 2006. If mailed by USPS, Federal Express, or United Parcel Post or equivalent, the package or envelope must be postmarked, or tracking information available that shows that it was mailed no later than midnight on February 15, 2006 to considered as meeting the due date for proposals.**

Any proposals received after the due date and due time will be rejected and returned unopened to the Offeror. Proposals shall be mailed or delivered to:

Ms. Kimberly Arista, Issuing Officer
Department of Human Services
Employment and Child Care Program Office
820 Mililani Street, Suite 606
Honolulu, HI 96813

The outside cover of the sealed package containing the technical proposal shall be marked:

HMS-903-06-05-S
Development and Implementation of Performance
Measures and Evaluation of Teen Pregnancy Prevention
Programs
Technical Proposal
(Name of Offeror)

The outside cover of the sealed package containing the business proposal shall be marked:

HMS-903-06-05-S
Development and Implementation of Performance
Measures and Evaluation of Teen Pregnancy Prevention
Programs
Business Proposal
(Name of Offeror)

Any amendments to the technical and/or business proposal shall be submitted in a manner consistent with this section.

30.700 PRICING AND FEES

Offerors may bid individual projects, either fixed fee or contingency fee. Contingency fees are limited to 33 1/3% of cost savings or revenue enhancement within the parameters of "cost neutrality" as defined below. Contingency fees shall apply only for the life of the contract. Any technology systems developed under this RFP become the property of the State and no residual fees will be allowed beyond the expiration of the contract.

Pricing shall include labor, materials, supplies, all applicable taxes, except the Hawaii General Excise Tax (GET), currently 4%, which may be added as a separate line item and shall not exceed the current rate, and any other costs incurred to provide the specified services.

The pricing shall be the all-inclusive cost, except the GET, to the State and no other costs will be honored.

30.710 DEFINITION OF COST-NEUTRAL(ITY)

For purposes of this procurement, cost neutral(ity) means that net costs of implementing an initiative, project, systems change, or services integration, must not exceed current existing State general revenue requirements (across agencies) after recognition of any enhanced Federal revenue and *net of contractor fees*. The Offeror is responsible for demonstrating cost neutrality based on data from DHS or other state agencies and subject to State agency's review, analysis, and concurrence.

30.800 ORAL PRESENTATION

Offerors who submit a proposal in response to this solicitation, may be required to make an oral presentation of their proposal. If an oral presentation is requested, at the sole discretion of the State, the Offeror shall send its key personnel. Such presentations provide an opportunity for an Offeror to clarify its proposal to ensure a thorough and mutual understanding. Offerors will be notified of the date, time, and location for the oral presentation by the DHS, Issuing Officer, normally within the time frame indicated in the RFP Timeline.

30.900 CONTRACT EXECUTION

The successful Offeror receiving the award shall enter into a formal written contract. NO performance or payment bond is required for this contract.

No work is to be undertaken by the Contractor prior to the contract commencement date. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date of the contract.

If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for the additional extension period. The Contractor or the State may terminate the extended contract at any time without cause upon six (6) months prior written notice.

31.000 CERTIFICATION OF OFFEROR CONCERNING WAGES, HOURS, AND WORKING CONDITIONS OF EMPLOYEES SUPPLYING SERVICES, SECTION 103-55, HRS.

As a requirement of this RFP, the Offeror shall complete and submit the attached Wage Certification, Appendix B certifying that the services required will be performed pursuant to Section 103-55, HRS.

Offerors are advised that Section 103-55, HRS provides that before any Offeror enters into a contract to perform services in excess of \$25,000 for any governmental agency, the Offeror shall certify that the services to be performed shall be performed by employees paid at wages or salaries not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, Offeror awarded the contract will be obliged to provide wages no less than those increased wages.

Under the awarded contract, the Contractor shall be further obliged to notify its employees performing work under the contract of the provisions of Section 103-55, HRS, and of the current wage rate for public employees performing similar work. Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business accessible to all employees, or Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

No contract to perform services for any governmental contracting agency in excess of \$25,000 shall be granted unless all the conditions of Chapter 103-55, HRS are met. Failure to comply with the conditions of Chapter 103-55, HRS during the period of the contract to perform services shall result in cancellation of the contract, unless such noncompliance is corrected with a reasonable period as determined by the Procurement Officer. Final payment of a contract or release of bonds or both shall not be made unless the Procurement Officer has determined that the noncompliance has been corrected.

All applicable laws of the Federal and State governments relating to worker's compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

This certification does not apply to managerial, supervisory, or clerical personnel or for contracts for professional contractor services.

31.100 INSURANCE REQUIREMENTS

31.110 LIABILITY INSURANCE

If awarded a contract by this solicitation, the Contractor shall obtain and maintain insurance acceptable to the State in full force and effect throughout the term of the contract and any extensions thereof. The policy or policies of insurance maintained by the Contractor shall provide the limits and coverage specified under this section.

Contractor must obtain and maintain liability insurance (the "Liability Insurance") in a combined amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00), or such lesser amount requested in writing by the Contractor and, for good cause shown, approved by the head of the purchasing agency, which approval, if any, is incorporated herein by reference., for bodily injury and property damage liability arising out of each occurrence.

The Liability Insurance "Certificate of Insurance" shall contain the following statements, or not be acceptable for State's purposes:

1. "This insurance shall not be cancelled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to the State of Hawaii, Department of Human Services, Benefit Employment and Support Services Division 820 Mililani Street, Suite 606, Honolulu, Hawaii 96813."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

Each insurance policy shall be written by insurance companies licensed to do business in the State of Hawaii or meet Section 431:8-301, HRS, if utilizing an insurance company not licensed by the State of Hawaii.

The Contractor must deposit with the DHS, on or before the effective date of the contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the DHS during the entire term of the contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

If the scheduled expiration date of the Liability Insurance is earlier than the official Notice to Proceed commencement date of the contract or the expiration date of the time of performance under the contract, the Contractor, upon renewal of the policy or policies, shall promptly provide to the DHS an updated Liability Insurance certificate of insurance.

Failure of the Contractor to provide and keep in force Liability Insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder not to fulfill the indemnification provisions and requirements under the contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

31.120 ERRORS AND OMISSIONS INSURANCE

Contractor shall obtain and maintain Errors and Omissions insurance acceptable to the State in full force and effect throughout the term of the contract and any extensions thereof. The policy or policies of insurance maintained by the Contractor shall provide the limits and coverage specified below.

Contractor must obtain and maintain Errors and Omissions insurance in the amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

The Contractor must deposit with the DHS, on or before the effective date of the contract, a certificate of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate therefore, on deposit with the DHS during the entire term of the contract and any extensions thereof. The certificate holder named on the insurance certificate shall be the State of Hawaii, Department of Human Services, P. O. Box 339, Honolulu, Hawaii 96809-0339. Upon expiration and renewal of such insurance policy during the term of the contract and any extensions thereof, the Contractor shall promptly provide to the DHS the current certificate of insurance.

Failure of the Contractor to provide and keep in force the Errors and Omissions insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in the contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder not to fulfill the indemnification provisions and requirements under the contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by the wrongful negligence or wrongful neglect connected with this contract.

31.130 AUTOMOBILE INSURANCE

Contractor's employees that are required to use personally owned vehicles to carry out the services specified in the contract shall be required to have a valid driver's license and to use only vehicles with at least minimum no-fault coverage required by law.

31.200 OFFER GUARANTY AND PERFORMANCE BOND

An offer guaranty and performance bond is NOT required.

31.300 OFFEROR RESPONSIBILITIES

31.310 REVIEW OF THE RFP

Offeror shall carefully review the RFP for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter **must be made in writing and should be received by DHS, Issuing Officer prior to the deadline for written questions as contained in the RFP Timeline, Section 20.100.** This will allow issuance of any necessary corrections and/or amendments to the RFP. It will help prevent the opening of a defective solicitation and exposure of Offeror's proposal upon which award could not be made. Any exceptions taken to the terms, conditions, specifications, or other requirements listed herein, must be listed in the *Exceptions* section of the Offeror's proposal, if the exception is unresolved by the proposal due date.

31.320 WRITTEN QUESTIONS

Offerors shall submit questions in writing, to the DHS, Issuing Officer at the following address:

Ms. Kimberly Arista, Issuing Officer
Department of Human Services
Employment and Child Care Program Office
820 Mililani Street, Suite 606
Honolulu, HI 96813

The written questions shall reference the RFP section, page, and paragraph number. Offerors must submit written questions by **4:30 p.m., H.S.T. on January 24, 2006.** Written questions shall be received by mail, by hand delivery, by facsimile, or by email.

DHS shall respond to written questions no later than **Tuesday, January 31, 2006**, and shall only respond to written questions received by the established deadline. Written answers to the questions shall be sent to all who requested an RFP. Only correspondence signed by the DHS, Issuing Officer shall be considered valid. No verbal responses or instructions by either party shall be considered as official.

31.330 OFFEROR QUALIFICATIONS

Offeror shall meet all of the qualifications required by this RFP. However, if Offeror fails to meet the following qualifications, the State reserves the right and shall not consider Offeror's proposal for award, and Offeror's proposal shall be rejected:

1. The State of Hawaii is unique among the states and Offerors are required to document experience in working within this unique cultural and governmental environment. Offerors must document existing knowledge and experience in working with the State of Hawaii and its community stakeholders, including the courts and universities.
2. Offeror must, if awarded a contract, have a valid State of Hawaii General Excise Tax business license, and if other than a sole proprietorship, must be registered with the Hawaii State Department of Commerce and Consumer Affairs.
3. Offeror must have been an active business for a minimum of five (5) consecutive years at the time of proposal submittal.
4. Offerors will be required to successfully assist in execution of any Federal required State Plan or Cost Allocation Plan requirements necessary for any proposed project/initiative.

31.340 CONFIDENTIAL INFORMATION

If an Offeror believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld as "confidential" or "proprietary", then the Procurement Officer of DHS, named on the cover of this RFP should be so advised in writing and provided with justification to support the confidential or proprietary claim. An explanation to the Procurement Officer of how substantial competitive harm would occur if the information is released is required. Price is not considered confidential or proprietary and will not be withheld.

An Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential. Such data in the proposal, shall be clearly marked as "proprietary" or "confidential", and shall be readily separable from the proposal in order to

facilitate eventual public inspection of the non-confidential or non-proprietary portion of the proposal.

If a person requests to inspect portions of an Offeror's proposal designated as confidential or proprietary pursuant to section 3-122-46 (9), HAR the inspection shall be subject to written determination by the respective attorney general or corporation counsel for confidentiality in accordance with chapter 92F, HRS.

If the attorney general or corporation counsel determines in writing that the material designated as confidential and proprietary is subject to disclosure, the material shall be open to public inspection, unless the Offeror appeals pursuant to section 92F-42(1), HRS.

When a purchasing agency denies a person access to a state procurement record, the person may appeal the denial to the Office of Information Practices in accordance with section 92F-15.5, HRS.

31.350 SUBMISSION OF PROPOSAL

Each qualified Offeror may submit only one (1) proposal. More than one proposal shall not be accepted from any Offeror.

The submission of a proposal shall constitute an incontrovertible representation by the Offeror of compliance with every requirement of the RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

Before submitting a proposal, each Offeror must:

- (1) Examine the solicitation documents thoroughly and completely. Solicitation documents include this RFP, any attachments, exhibits, and any other relevant documents.
- (2) Become familiar with State, local, and Federal laws, statutes, ordinances, rules, regulations, policies, and procedures that may in any manner affect cost, progress, or performance of the work.

31.360 ECONOMY OF PRESENTATION

Proposals shall be prepared in a straightforward, concise, and organized manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness, clarity, and content. If any additional information is required by the State regarding any aspects of the Offeror's proposal, the Offeror shall provide the requested additional information within four (4) business days.

31.370 DOCUMENTATION REVIEW

Offerors may review information describing DHS' divisions and programs by contacting the DHS Issuing Officer by telephone or email between 8:00 a.m. to 3:00 p.m. for an appointment. The documentation library contains material designed to provide the Offerors with additional and supplemental information and shall have no effect on the Scope of Services state in this RFP.

The documentation libraries are maintained at various locations. The DHS Issuing Officer will direct all Offerors to the respective locations. Library hours are 9:00 a.m. to 2:00 p.m., H.S.T., Monday through Friday, excluding State and Federal holidays. Removal of item(s) from the libraries is strictly prohibited unless approved by the DHS Issuing Officer.

Photocopies may be obtained subject to the availability of photo copy machines at the respective locations. Offerors that request copies of the documentation after visiting the respective library may be charged 25 cents (\$.25) per page plus the cost of packaging and shipping. Payment will be made by check only, payable to the State of Hawaii Director of Finance.

All possible efforts shall be made to ensure that the information contained in the documentation libraries is complete and current. However, DHS does not warrant that the information in the libraries are indeed complete and correct and the State reserves the right to amend, delete, and modify the information at any time without notice to the Offerors.

31.380 COST OF PREPARING THE PROPOSAL

Any costs incurred for the development and submittal of a proposal in response to this RFP by the Offeror, is the sole responsibility of the Offeror, whether or not any award results from this solicitation. The State of Hawaii shall not provide any reimbursement for such costs.

31.390 CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a proposal in response to this RFP, Offeror certifies as follows:

1. The costs in the proposal in response to this RFP have been arrived at independently, without collusion, consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in this RFP have not been knowingly disclosed by the Offeror prior to award, directly or indirectly, to any other Offeror or competitor prior to the award of a contract.
3. No other attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.
4. The Offeror by submitting a proposal in response to this RFP, additionally certifies that the proposal and price of the proposal being submitted was arrived at without any conflict of interest, as described above. Should a conflict of interest be detected at any time during the term of the contract, the contract shall be null and void and the Offeror shall assume all costs of the contract project until such time that a new Offeror is selected.

31.400 WARRANTY OF FISCAL INTEGRITY

Offerors submitting proposals in response to this RFP warrants that it is of sufficient financial solvency to assure the State of its ability to perform the requirements of this contract. The Offeror shall provide sufficient financial data and information to prove its financial solvency. The Offeror shall provide:

- (1) The Offeror's annual report for the last two (2) years;
- (2) The most current copy of Offeror's audited financial statement, including at least a balance sheet and profit and loss statement, and other evidence of the Offeror's financial status, sufficient to demonstrate the Offeror's ability to carry out the scope of work of this RFP.

Proposals shall include proof of the Offeror's financial soundness and successful completion of other projects of a similar size and scope. All evidence under this requirement should be in sufficient detail to allow an adequate evaluation by the State. Acceptable evidence should include, but is not limited to:

- recent financial statements;
- recent peer reviews of completed projects of a similar size and scope;
- a statement of the Offeror's other business or contractual obligations; and
- a statement of the Offeror's involvement in litigation that could affect this work.

31.410 STANDARDS OF CONDUCT

The Offeror, by submitting a proposal, certifies that the Offeror:

- (1) has not been represented or assisted personally in the proposal nor has been represented in the procurement process by a person who has been an employee of DHS in the preceding two (2) years;
- (2) has not been assisted or represented by a legislator or employee, as defined in Section 84-3, HRS for a fee or other compensation to obtain the award;
- (3) will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the contract if awarded the contract, if the

legislator or employee was involved in the development or award of the contract; and

- (4) the Offeror, if awarded a contract in response to this RFP, shall be required to execute a *Standard of Conduct Declaration* (see Appendix C) at the time of contract execution and shall be made a part of the entire contract.

31.420 TAX LIABILITY

The following information is provided to assist Offerors in determining their tax liability under this solicitation. For additional tax information and assistance, Offerors shall call the State of Hawaii Department of Taxation (DOTAX), telephone (800) 222-7572 or (808) 587-4242 or visit the eHawaii.gov website at <http://www.hawaii.gov/portal/business/index.html> .

The DOT also issues "Tax Facts" which answers many tax questions for businesses. The website is: <http://www.state.hi.us/tax/taxfacts/tf00-01.htm> .

Hawaii Vendors. A vendor doing business in the State of Hawaii, as evidenced by its Hawaii general excise tax (GET) license number, is liable for Hawaii GET currently 4%, and applicable use tax, currently ½%, resulting from this solicitation.

Hawaii General Excise Tax License. Offeror shall submit its current Hawaii General Excise Tax I.D. number in the space provided on Offer Form, Appendix A.

Tax-Exempt Vendor. If an Offeror is exempt by the HRS from paying the Hawaii GET and use tax and therefore, not liable for taxes under this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing such exemption and attach proof of exemption to Offeror's proposal.

Taxpayer Preference. For evaluation purposes, pursuant to Section 103D-1008, HRS, the Offeror's tax-exempt price offer submitted in response to this RFP shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

*31.430 IDENTIFICATION OF CONTRACTOR'S EMPLOYEES WORKING IN
STATE OWNED OR LEASED BUILDING/OFFICE*

The Contractor's employee(s) working on this project WILL NOT be issued DHS identification badges. Contractor's employee(s) assigned to this contract and who may be regularly working in a State owned or leased building/office will be advised to provide its employee(s) with a company identification badge(s). The company badge(s) and the name(s) of the individual(s) may be registered with the building or office security to conveniently enter or exit the premises.

The other alternative is for Contractor's employee(s) to sign in at the security desk and show proper identification, such as a valid driver's license with a picture and be issued a visitor's badge to enter and exit.

31.440 DISCLOSURE

The Contractor shall keep whatever records are necessary to fully disclose the extent of the services provided to DHS and shall furnish to the State any requested information regarding the contract and payments.

The Contractor agrees to disclose full and complete information regarding Contractor's ownership and business transactions, and any employees of the Contractor, convicted of crimes, stipulated under Title 42 C.F.R. Sections 455.104, 455.105, and 455.106.

31.450 DRUG FREE WORKPLACE

The Contractor, including any subcontractor, shall comply with the provisions of the Federal Drug Free Act of 1988, Public Law 100-690, title V, Subtitle D, which requires that Contractor will maintain a drug free workplace.

31.460 NONDISCRIMINATION

No person performing work under this contract, including any subcontractor, employee, or agency of Contractor shall engage in any discrimination that is prohibited by an applicable Federal, State, or County law.

31.470 RECORDS RETENTION AND ACCESS

Item 31, Records Retention, of the General Conditions dated 12/04 is rescinded and replaced with the following:

The Contractor and any subcontractor(s) shall maintain the books and records that relate to this contract, any cost or pricing data for seven (7) years from the date of final payment under the contract, except that if any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 7-year period, Contractor shall retain the records until completion of the action and resolution of all issued that arise from it; or until the end of the regular 7-year period, whichever is later.

The State, DHS, and the U.S. Department of Health and Human Services or its authorized representatives thereof, shall have the right of access to any books, documents, papers, or other records of Contractor that are pertinent to the services performed under this contract in order to make audit, examination, excerpts, and transcripts.

The Contractor shall permit the State and other governmental bodies and funding sources, licensing parties, and authorized parties to exchange monitoring, evaluative, and licensing reports.

Right of access shall not be limited to the required retention period, but shall last as long as the records are retained.

31.480 YEAR 2000 COMPLIANCE

Offeror by submitting a proposal in response to this RFP certifies that all appropriate hardware, software, and systems that will be utilized for the work specified herein shall be year 2000 compliant.

Section 40 SPECIAL CONDITIONS

40.100 GENERAL

This RFP, any amendments, appendices, exhibits, the Offeror's proposal, the General Conditions (GC) dated 12/04, the Scope of

Work specified herein, and these Special Conditions form an integral part of the contract between the Offeror and the State. The Offeror shall perform all of the services and shall develop, produce, and deliver to State all of the requirements described and contained in this RFP and any amendments.

In the event of a conflict between the contract or agreement, and applicable statutes and regulations, the latter shall prevail. In the event of a conflict among the contract documents, the order of precedence shall be as follows: (1) the contract, including all General Conditions, Special Conditions, attachments, exhibits, appendices, and addenda; (2) the RFP, including all attachments, exhibits, appendices, and addenda; and (3) the Offeror's proposal.

In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control.

40.200 RULES OF PROCUREMENT

To facilitate the procurement process, various rules have been established for this RFP as described in the following subsections:

40.210 *RESTRICTION ON COMMUNICATION WITH STATE STAFF*

In order to provide equal treatment to all Offerors, questions shall be submitted in writing and only directed to the DHS, Issuing Officer. Answers shall be distributed to all who requested an RFP. Any verbal communication will be considered unofficial and invalid.

40.220 *NO CONTINGENT FEES*

No Offeror shall employ any company or person, other than a bona fide employee working solely for the Offeror or company regularly employed as its marketing agent, to solicit or secure this contract. Offeror shall not pay or agree to pay any company or person, other than a bona fide employee working solely for the Offeror or a company regularly employed by the Offeror, as its marketing agent, any fee commission, percentage, brokerage fee, gift, or other consideration contingent upon or

resulting from the award of a contract to perform the specifications of this RFP.

40.230 *EMPLOYMENT OF DEPARTMENT PERSONNEL*

An Offeror shall not knowingly engage any person or persons who are or have been employed within the past 12-months by the State of Hawaii to assist or represent the Offeror for consideration in matters which the person participated as a State employee or on matters involving official action by the State agency or subdivision thereof, where the employee served.

40.240 *PROHIBITION OF GRATUITIES*

The Offeror or any person, firm, or corporation employed by an Offeror in the performance of this contract shall not offer or give, directly or indirectly to any employee or agent of the State of Hawaii, any gift, money, or anything of value, or any promise, obligation, or contract for future reward or compensation at any time during the term of this contract. This contract is subject to the State Ethics Code, HRS Chapter 84 and the State Lobbyists Law, HRS Chapter 97.

40.300 **PRE-OPENING MODIFICATION OR WITHDRAWAL OF
OFFER**

Proposals submitted in response to this RFP may be modified or withdrawn prior to, but not after the established due date of the proposals by the following documents:

(1) Modification of proposals:

- (A) A written notice accompanying the actual modification received by the DHS, Issuing Officer, stating that a modification to the proposal is submitted; or
- (B) A written notice accompanying the actual modification sent by facsimile pursuant to section 3-122-9, HAR, to the DHS, Issuing Officer; provided the Offeror submits the actual written notice and modification within two (2) working days of receipt of the facsimile by the DHS, Issuing Officer.

(2) Withdrawal of proposals:

(A) A written notice to the DHS, Issuing Officer, or

(B) A notice by facsimile pursuant to section 3-122-9, HAR, to the DHS, Issuing Officer

40.400 LATE OFFER, LATE WITHDRAWAL, AND LATE MODIFICATION

Any notice of withdrawal of a proposal, notice of modification of a proposal, or offer, is considered late when received at the place designated in this RFP for receipt and opening of an offer, after the established due date, except, when received before contract award and would have been timely but for the action or inaction of personnel within the procurement activity.

A late proposal or late modification will not be considered for award and shall be returned to the Offeror unopened as soon as practicable, accompanied by a letter from the DHS, Issuing Officer, stating the reason for its return.

A late withdrawal request, except as provided for in section 3-122-31, HAR, shall be responded to with a statement of the reason for non-acceptance of the withdrawal.

40.500 ACCEPTANCE OF PROPOSALS

DHS reserves the right to reject any or all proposals received or to cancel this RFP if determined by the State to be in the best interest of the State.

DHS also reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of the State.

Where DHS may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and any other requirements if the Offeror is awarded the contract.

DHS also reserves the right to consider as acceptable only those proposals submitted in accordance with all technical requirements set forth in this RFP and which demonstrate an understanding of the requirements. Any proposal offering any other set terms and conditions contradictory to those included in this RFP may be disqualified without further action.

40.510 OFFER ACCEPTANCE PERIOD

The State's acceptance of offer, if any, will be made within sixty (60) calendar days after the due date of the proposals. Price quotes by the Offeror shall remain firm for the sixty (60) days period.

40.600 IRREGULAR PROPOSALS

Proposals shall be considered irregular and rejected for the following reasons, including, but not limited to:

- If either the proposal letter or transmittal letter is unsigned by an Offeror or does not include notarized evidence of authority of the officer submitting the proposal to submit such a proposal on behalf of the Offeror;
- If the Offer Form is unsigned by the Offeror;
- If the proposal shows any non-compliance with applicable law or contains any unauthorized additions or deletions, conditional bids, incomplete bids, or irregularities of any kind, which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning; and
- If an Offeror adds any provisions reserving the right to accept or reject an award, or enters into a contract pursuant to an award, or adds provisions contrary to those in the solicitation.

40.700 PROPOSAL OPENING

Proposals will be opened on the date and at the time and place specified for this RFP, or as amended. Proposals shall not be opened publicly, but shall be opened and witnessed in the presence of two (2) or more procurement officials. The register

of proposals and Offeror's proposals shall be open to public inspection after all parties sign the contract.

40.800 EVALUATION OF PROPOSALS

Pursuant to Section 3-122-45.01, HAR, the Procurement Officer, or an Evaluation Committee of at least three (3) governmental employees, with sufficient qualifications in the area of the services to be procured shall be selected by the Procurement Officer to evaluate proposals. The evaluation will be based on the evaluation criteria set out in Section 100 of this RFP.

Proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable. Discussions may be conducted with Priority-Listed Offerors who have submitted proposals determined to be acceptable or potentially acceptable of being selected for award; however, proposals may be accepted without such discussions.

If numerous acceptable and potentially acceptable proposals are submitted, the Evaluation Committee may rank the proposals and limit the priority list to three responsive, responsible Offerors who submitted the highest-ranked proposals.

Discussions will be limited to only "Priority-Listed Offerors" and are held to:

- (1) Promote understanding of a State agency's requirements and the priority-listed Offeror's proposal; and
- (2) Facilitate arriving at a contract that will provide the best value to the State, taking into consideration the evaluation factors set forth in the RFP.

Discussion procedures are subject to §3-122-53, HAR.

40.900 METHOD OF AWARD

The award will be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria.

41.000 DISPOSITION OF PROPOSALS

All proposals submitted become the property of the State of Hawaii. The successful proposal shall be incorporated into the resulting contract and shall be public record. The State of Hawaii shall have the right to use all ideas, or adaptations to those ideas contained in any proposal received in response to the RFP, and the selection or rejection of the proposal shall not affect this right. Written questions for an explanation of rejection shall be responded to in writing within five (5) working days of receipt of the questions.

Offerors who submit technical proposals which do not meet mandatory requirements or which do not meet all the threshold requirements during the technical evaluation phase, shall have their technical and business proposals returned. The business proposal shall be returned unopened.

41.100 DISQUALIFICATION OF OFFERORS

An Offeror shall be disqualified and the proposal automatically rejected for any one or more of the following reasons:

- (1) Proof of collusion among Offerors, in which case, all proposals involved in the collusive action shall be rejected and any participant to such collusion shall be barred from future bidding until reinstated as a qualified offeror;
- (2) An Offeror's lack of responsibility and cooperation as shown by past work or services;
- (3) An Offeror's being in arrears on existing contracts or have defaulted on previous contracts;
- (4) An Offeror's lack of proper license, if required, for the services and goods required of this RFP;
- (5) An Offeror shows any noncompliance with applicable laws, rules, regulations, and ordinances, State, Federal, or City;
- (6) An Offeror's delivery of proposal after the proposal due date and time specified in the public notice calling for proposals;

- (7) An Offeror's lack of financial stability and viability;
- (8) An Offeror's consistent substandard performance on previous contracts with the private or public sector; and/or
- (9) An Offeror's failure to pay, or satisfactorily settle all bills overdue for labor and materials on former contracts with the State at the time of issuance of this RFP.

41.200 ADDITIONAL SERVICES MAY BE REQUIRED

Offeror acknowledges that economic and social uncertainties and other unanticipated system and operational requirements may arise as the scope of services under the contract proceeds. During the course of the contract, the Contractor may be required to perform additional work that will be within the general scope of the initial contract. In the event that additional services will be required, the Contractor agrees to enter into a supplemental agreement upon request by the State for the additional work. When additional work is required, the DHS Contract Administrator will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work, to be mutually agreed upon by both parties. The additional work may also include an extension of the period of performance.

Changes to the contract may be modified only by written document (contract amendment or contract modification) signed by authorized personnel of both parties, to be considered executed.

41.300 DISPUTES

Item 11, Disputes, in the General Conditions dated 12/04 controls; however the following additional language is added to further reiterate and clarify the resolving of disputes:

Any controversy between the parties which arises under, or by virtue of, this RFP and/or contract and which is not resolved by mutual agreement shall be decided by the Director of DHS or her duly authorized representative who shall reduce her decision in writing and mail or otherwise furnish a copy to the Offeror or

Contractor within ninety (90) days after written request for a final decision by certified mail, return receipt requested. The decision shall be final and conclusive, unless the Offeror or Contractor commences a judicial action in accordance with Section 103D-703, HRS and chapter 126, HAR.

In connection with any dispute proceeding under this clause, the Offeror or Contractor shall be afforded an opportunity to be heard and to offer evidence of support of his/her dispute. The Contractor shall proceed diligently with the performance of the contract in accordance with the disputed decision pending final resolution.

Any legal proceedings against the State of Hawaii regarding this RFP or any resultant contract shall be brought in a court of competent jurisdiction in the City and County of Honolulu, State of Hawaii.

41.400 SUBCONTRACTS

As required by Item 6, Subcontracts and Assignments, of the General Conditions dated 12/04, the State, by virtue of this section 41.400 of this RFP gives consent to the Offeror winning the award of this contract, to enter into subcontracts to the benefit of the Offeror. However, this consent is conditioned on the Offeror and subcontractor meeting the requirements of Item 6. General Conditions dated 12/04.

Additionally, any subcontractor(s) of the Contractor shall meet all established criteria and provide the services in a manner consistent with the minimum standards specified in the contract resulting from the award.

All submission requirements for documents, any and all agreements or contracts with subcontractors shall be finalized and fully executed within thirty (30) business days of the bid award. DHS reserves the right to review any subcontractor contracts or agreements with the Contractor prior to notification of award of the contract and at any time during the contract period(s).

All subcontracts and agreements shall require that the subcontractor(s) agree to comply with, but not limited to: all

scope of work, deliverables, terms, conditions, rules, requirements, and special provisions of the awarded contract. No subcontract(s) or agreement(s) which the Contractor enters into with respect to the performance under this contract shall in any way relieve the Contractor of any responsibility, obligation, and liability under this contract with the State.

The Contractor shall provide the DHS Contract Administrator immediate notice in writing by registered or certified mail of any action or suit filed against the Contractor by any subcontractor(s), and a notice within three (3) business days of any claim made against the Contractor by any subcontractor(s), which may result in litigation related in any way to the contract with the State of Hawaii. The Contractor shall designate itself as the sole point of recovery for any subcontractor(s).

The Contractor shall notify the DHS Contract Administrator at least ten (10) business days prior to adding or deleting subcontractor contract(s) or agreement(s) or making any change to any subcontractor(s) agreement(s) or contract(s) which may materially affect the Contractor's ability to fulfill the terms of the contract.

41.500 INSPECTION AND MODIFICATION – REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The Contractor is responsible for the completion of all work set forth in this contract. All work is subject to inspection, evaluation, and approval by the DHS Contract Administrator. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the DHS Contract Administrator determine that the corrections or modifications are necessary in order to accomplish its intent the DHS Contract Administrator may direct the Contractor to make such changes.

Substantial failure of the Contractor to perform under the contract may cause the State to terminate the contract. In this event, the State may require the Contractor to reimburse the monies paid to Contractor, based on the identified portion of unacceptable work received, and may seek associated damages.

41.600 RE-EXECUTION OF WORK

The Contractor shall re-execute any work that fails to conform to the requirements of the contract and shall immediately remedy any defects reported to Contractor by State. Should the Contractor fail to comply, the State reserves the right to engage the services of another company to perform the services and to deduct such costs from monies due to the Contractor.

The State may, at any time and by written order, stop services of any item not conforming to the specifications of the contract. Such stop order shall not relieve the Contractor of its obligation to complete the contract within the contract time limits nor shall it in any way terminate, cancel, or abrogate the contract or any part thereof.

41.700 REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of Contractor's employees from services rendered and to be rendered the State, upon request in writing by the DHS Contract Administrator.

41.800 INSPECTION OF WORK PERFORMED

The DHS, the Comptroller of the State of Hawaii, the State of Hawaii Office of the Auditor, the U.S. Department of Health and Human Services (DHHS), the General Accounting Office (GAO), the Comptroller General of the United States, the Office of the Inspector General (OIG), and the State or U.S. Department of Attorney General or their authorized representatives shall, during normal business hours, have the right to enter into the premises of a Contractor and/or all subcontractors, or such other places where duties under the contract are being performed, to inspect, monitor, or otherwise evaluate the work being performed. All inspections and evaluations shall be performed in such a manner as to not unduly delay the Contractor's or subcontractor's work.

41.900 ACCOUNTING RECORDS REQUIREMENTS

The Contractor shall, in accordance with general accepted accounting practices, maintain fiscal records and supporting documents and related files, papers, and reports that adequately reflect all direct and indirect expenditures and management and

fiscal practices related to the Contractor's performance of services under this contract.

A Contractor's accounting procedures and practices shall conform to generally accepted accounting principles and the costs properly applicable to the contract shall be readily ascertainable from the records.

42.000 CONFIDENTIALITY INFORMATION

The Offeror and/or Contractor agree that all information, records, and data collected in connection with the RFP and/or contract shall be protected from unauthorized disclosures. In addition, the Offeror and/or Contractor agree to guard the confidentiality of applicant and recipient information. The Offeror and/or Contractor shall not disclose confidential information to any individual or entity except in compliance with, but not limited to:

- (1) Title 42 C.F.R. Part 431, Subpart F;
- (2) Title 42 C.F.R., 421.305 which requires the Offeror and/or Contractor to safeguard records and information regarding Medicaid clients;
- (3) the Administrative Simplification provisions of Title II of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and the regulations promulgated thereunder, including but not limited to the Security and Privacy requirements set forth in 45 C.F.R. Parts 160 and 164, and the Administrative Requirements set forth in 45 C.F.R. Part 162 (if applicable);
- (4) §346-10, HRS;
- (5) §325-101, HRS, relating to the confidentiality of records and information of persons with Human Immunodeficiency Virus (HIV) infection/AIDS, as applicable; and
- (5) All other applicable Hawaii statutes and administrative rules.

The Offeror and/or Contractor is cautioned that Federal and State Medicaid rules, and other Federal and State statutes and rules are often more stringent than the HIPAA regulations. Moreover, for purposes of the contract, the Contractor agrees that the confidentiality provisions contained in the Med-Quest HAR Chapter 17-1702 shall apply to Contractor to the same extent as they apply to MQD.

Any other party shall be granted access to confidential information only after complying with the requirements of State and Federal laws and regulations pertaining to such access. The DHS shall determine if and when any other party has properly obtained the right to have access to any confidential information. Nothing herein shall prohibit the disclosure of information in summary, statistical, or other form which does not identify particular individuals, provided that de-identification of protected health information must be in compliance with the HIPAA Privacy Rule.

Furthermore, Offeror shall complete and submit the Confidentiality Requirements Certification Form, Appendix D, which shall, upon award, become a part of the contract.

42.100 PROTEST

A protest based upon the content of the solicitation shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided further that the protest shall not be considered unless it is submitted in writing prior to the proposal opening date.

A protest of an award or proposed award of a contract shall be submitted within five (5) working days after the posting of award of a contract. The notice of award letter(s), if any, resulting from this solicitation shall be posted on the bulletin board in suite 606, 820 Mililani Street, Honolulu, Hawaii 96813.

Any protest pursuant to §103D-701, HRS and § 3-126-3, HAR shall be submitted to the Procurement Officer, Department of Human Services, Employment and Child Care Program Office, 820 Mililani Street, Suite 606, Honolulu, Hawaii 96813.

42.200 BREACH OF CONTRACT

It is noted that any violation of the provisions of the contract, unless excused as a breach of the contract, may be cause for termination.

Pursuant to subchapter 2 of Chapter 126, HAR, and §103D, HRS, the Authority after consultation with the Department of the Attorney General and upon written determination by the Procurement Officer or designee, may suspend or debar the Contractor for causes due to, but not limited to any breach of the contract.

42.300 TERMINATION OF THE CONTRACT

An exhibit of the State standard form contract and General Conditions is contained in Appendix E of this RFP. The General Conditions dated 12/04 provides for termination of the contract under various conditions. This section provides additional termination provisions of the contract which Offeror is advised to review carefully and completely.

The awarded contract may terminate or may be terminated by the DHS for any or all of the following additional reasons:

- (1) In the event of the insolvency of or declaration of bankruptcy by the Contractor; and
- (2) In the event sufficient appropriated, otherwise unobligated funds no longer exist for the payment of the DHS obligations hereunder.

Each of the conditions mentioned above are described in further detail in the following subsections.

42.310 *TERMINATION FOR BANKRUPTCY OR INSOLVENCY*

In the event that the Contractor shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any State relating

to insolvency or the protection of the rights of creditors, DHS may, at its option, terminate this contract.

In the event the DHS elects to terminate a contract under this provision, it shall do so by sending notice of termination to the Contractor by registered or certified mail, return receipt requested. The date of termination shall be deemed to be the date such notice is mailed to the Contractor, unless otherwise specified.

42.320 TERMINATION FOR UNAVAILABILITY OF FUNDS

Notwithstanding any other provision of this contract, the parties hereto agree that the charges hereunder are payable by the DHS solely from appropriations received by DHS from the Legislature of the State of Hawaii.

In the event such appropriations are determined, at the sole discretion of the Director of DHS, to no longer exist, or to be insufficient with respect to charges payable hereunder, this contract shall terminate without further obligations or liability of DHS as of that moment. In such event, the Director of DHS shall certify to the Contractor the occurrence thereof, and such certification shall be conclusive.

42.330 TERMINATION FOR DEFAULT

The failure of the Contractor to comply with any terms, conditions, or provisions of the contract shall constitute a default by the Contractor. In the event of a default, DHS shall notify the Contractor by certified or registered mail, return receipt requested, of the specific act or omission of the Contractor which constitutes default. The Contractor shall have fifteen (15) business days from the date of receipt of such notification to cure such default.

In the event of a default, and during the above-specified grace period, performance under the contract shall continue as though the default had never occurred. In the event the default is not cured in fifteen (15) business days, DHS, may, at its sole option, terminate the contract for default. Such termination will be accomplished by written notice of termination, forwarded to the Contractor by certified or registered mail; return receipt

requested and shall be effective on the close of business on the date specified in the notice of termination.

If it is determined after the notice of termination for default, that the Contractor's failure was due to causes beyond the control and without error negligence of the Contractor, the termination shall be deemed a termination for convenience under subsection 41.340 below.

DHS' decision not to declare default shall not be deemed a waiver of such default for the purpose of any other remedy a Contractor may have.

42.340 TERMINATION FOR CONVENIENCE

DHS may terminate performance of work under the contract in whole or in part whenever, for any reason, DHS determines that such termination is in the best interest of the State of Hawaii. In the event that DHS elects to terminate the contract pursuant to this provision, it shall so notify the Contractor by certified or registered mail, return receipt requested. The termination shall be effective as of the date specified in the notice.

When interests of the Contractor so require, the Contractor may terminate the contract for convenience by providing the DHS with six (6) months written notice. In the event that the Contractor elects to terminate the contract pursuant to this provision, it shall so notify the DHS by certified or registered mail, return receipt requested.

42.350 TERMINATION FOR LACK OF VIABILITY

Notwithstanding any other provision of the contract, the parties hereto agree that in the event that the DHS determines at the sole discretion of the Director of DHS, that development and implementation of performance measures and evaluation of teen pregnancy prevention programs are not achievable with respect to the intent of the contract, the contract shall terminate without further obligation of DHS as of that moment. In such event, the Director of DHS shall issue a letter of such termination to Contractor sent by certified or registered mail, return receipt requested. The date of termination shall be effective as of the date specified in the letter of termination.

42.400 PROCEDURE FOR TERMINATION FOR REASONS UNDER SECTION 41.300

The contractor shall:

- (1) Stop work under the contract on the date and to the extent specified in the notice of termination;
- (2) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of the work under the portion of the contract that may not be terminated;
- (3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
- (4) Assign to DHS in the manner and to the extent directed by the Procurement Officer, of the right, title, and interest of the Contractor under the orders or subcontracts so terminated, in which case DHS shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (5) With the approval of the Procurement Officer, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of the contract;
- (6) Complete the performance of such part of the work as shall not have been terminated by the notice of termination;
- (7) Take such action as may be necessary, or as the Procurement Officer may direct, for the protection and preservation of any and all property and/or information related to the contract which is in the possession of the Contractor and in which DHS has or may acquire interest;
- (8) Within ten (10) business days from the effective date of the termination notice, Contractor shall deliver to DHS,

copies of all current data, files, program documentation, and other documentation and procedures used in the performance of the contract at no cost to DHS. The Contractor agrees that DHS or its authorized representatives or agents shall have a non-exclusive, royalty-free right to the use of any such documentation.

42.500 TERMINATION CLAIMS

After receipt of a notice of termination, the Contractor shall submit to the DHS Contract Administrator any termination claim in the form and with the certification prescribed by the DHS Contract Administrator. Such claim shall be submitted promptly, but in no event later than six (6) months from the effective date of termination.

Upon failure of the Contractor to submit its termination claim(s) within the time allowed, the DHS Contract Administrator may, subject to any review required by any State procedures or laws in effect as of the date of execution of the contract, determine, on the basis of information available to the DHS Contract Administrator, the amount, if any, due to the Contractor by reason of the termination and shall thereupon cause to be paid to the Contractor the amount to be determined.

Upon receipt of the notice of termination, the Contractor shall have no entitlement to receive any amount for lost revenues or anticipated profits or for expenditures associated with this contract. The Contractor shall be paid only the following upon termination:

- **At a price mutually agreed by the State and Contractor.**

In the event of the failure of the Contractor and State to agree in whole or in part as to the amounts with respect to costs to be paid to the Contractor in connection with the total or partial termination of work pursuant to this provision, the State shall determine on the basis of information available, the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

The Contractor shall have the right to appeal any such determination made by the State as stated in Subsection 41.120, Disputes.

42.600 FORCE MAJEURE

If the Contractor is prevented from performing any of its obligations hereunder in whole or in part as a result of a major epidemic, act of God, war, civil disturbances, court order, or any cause beyond its control, the Contractor shall make a good faith effort to perform such obligations through its then-existing facilities and personnel; and such non-performance shall not be grounds for termination for default.

Neither party to this contract shall be responsible for delays or failures in performance resulting from acts beyond the control of either party.

Nothing in this section shall be construed to prevent DHS from terminating this contract for reasons other than default during the period of events set forth above, or for default if such default occurred prior to such event.

42.700 CONFORMANCE WITH FEDERAL REGULATIONS

The Contractor shall understand that this contract will implement in part, a federal fund maximization program for DHS, and when appropriate, may also include other State executive branches and accordingly, shall agree to conform to such requirements or regulations as the State may issue from time to time. In the performance of the contract, Contractor shall at all times, adhere to Federal regulations and guidelines as necessary and will not cause the State to incur any sanctions, fines, and/or disallowances due to non-compliance with Federal laws and regulations.

42.800 USE OF INFORMATION

No report, graph, chart, picture, or other document produced or included in whole or in part under the contract shall be subject to copyright or the subject of an application for copyright by or on behalf of Contractor.

Any data, documentation, manuals, and other material developed by the Contractor pursuant to this RFP and subsequent contract shall be deemed owned by the State. The federal government and State of Hawaii shall have royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use, the materials. These items shall not be used by the Contractor without the prior written permission of the State. The items may be used for internal purposes such as staff meetings. At the termination of the contract, the Contractor shall make available all such items to DHS Contract Administrator within the specified number of business days.

The Contractor shall notify and obtain approval of the State prior to the presentation of any report or statistical or analytical material based on information obtained through this contract to any external party or parties. Formal presentation shall include, but is not limited to: papers, articles, professional publications, speeches, and testimonies. This requirement extends beyond the contract term; as such information is the property of the State.

42.900 GOVERNING LAW; COST OF LITIGATION

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, shall be governed by the laws of the State of Hawaii. Any action at law or equity to enforce or interpret the provisions of this contract shall be brought in a State court or competent jurisdiction in Honolulu, Hawaii.

In case the State shall, without any fault on its part, be made a part of any litigation commenced by or against the Contractor in connection with this contract, the Contractor shall pay all costs and expenses incurred by or imposed on the State, including attorney's fees.

43.000 AUTHORITY

Each party certifies that it has full power and authority to enter into the RFP process and if awarded the contract, to enter into and perform the services required. The person signing the RFP, proposal, and/or contract on behalf of each party certifies that

such person has been properly authorized and empowered to obligate such party. Each party further acknowledges that it has read completely the RFP and reviewed the appendices, and exhibits, if any and understands it, and agrees to be bound by it.

43.100 ACCEPTANCE OF STATE STANDARD FORM CONTRACT AND THE GENERAL CONDITIONS (12/04)

The Offeror by submitting a proposal in response to this RFP, warrants the complete review, understanding, and acceptance of the State Standard Form Contract and the General Conditions (12/04). If awarded the contract, the Offeror will be required to execute a contract using the State Standard Form Contract and the General Conditions (12/04) without any changes or alterations whatsoever.

An Offeror not in full agreement with any of the provisions in the State Standard Form Contract and General Conditions (12/04) is not precluded from submitting a proposal. However, the Offeror must at the time of submitting its proposal, also include a Special Provisions and Clarification page to address those unacceptable provisions. If awarded the contract, the Special Provisions and Clarifications must be approved by the State Department of Attorney General or Deputy Attorney General. The Offeror in accepting the contract will work diligently together with the State Attorney General or Deputy Attorney General in arriving at an agreement for language acceptable to the involved parties. The Offeror understands and agrees that certain provisions may not be changed or altered in any way due to State and Federal laws, rules, and regulations.

43.200 TIME IS OF THE ESSENCE

There shall be no extension periods to submit a proposal in response to the RFP, unless the DHS issues an addendum to the RFP extending the deadline for submission of proposals.

Time is of the essence in executing the contract; therefore, all parties agree to work diligently to execute the awarded contract within fifteen (15) business days of formal award notification of the contract or within a reasonable time period as may be necessary to address all issues.

If the winning Offeror does not execute the contract within a reasonable time period as specified by the DHS in the award letter, the DHS reserves the right to rescind such award to Offeror as being non-responsive and the award will be made to the next qualified Offeror.

The Offeror may request in writing to the DHS Issuing Officer for a reasonable extension period to execute the contract, which approval shall not unreasonably withheld. The Offeror must have sufficient and substantial justification to request such extension and approval thereof.

43.300 NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give the other party or any other person, shall be in writing and either served personally, or sent by various forms of mail service by the United States Postal Service, or by other forms of mail and delivery service. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the addresses set forth in this RFP for the State (see Section 10.500 for DHS Issuing Officer and/or Section 10.700 for DHS Contract Administrator) and on the Offer Form for the Offeror/Contractor. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this paragraph.

SECTION 50 TERM OF CONTRACT AND COMPENSATION

50.100 TERM OF CONTRACT

This is a single-term contract solicitation that has been deemed to be in the best interest of the State by the Director of Human Services. Contractor shall enter into a contract to provide the services specified herein for a twelve (12) month period beginning May 1, 2006 to April 30, 2007. It is possible that a no-cost extension may be negotiated.

When the interests of the State or the Contractor so require, the State or the Contractor may terminate the contract for convenience by providing six (6) months prior written notice to the contracted parties.

50.200 PURCHASE SUBJECT TO AVAILABLE FUNDS

Funds for this contract are currently available only for the initial term of the contract. The contractual obligation of both parties in each fiscal period succeeding the first initial term is subject to the appropriation and availability of funds to DHS.

The contract will be cancelled if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the initial term of the contract; however, this does not affect either the State's right or the Contractor's rights under the termination clauses of the contract. The State will notify the Contractor in writing, at least sixty (60) days prior to the expiration of the contract whether funds are available or not available for the continuation of the contract for each succeeding contract extension period. In the event of cancellation, as provided in this paragraph, both parties will comply with HRS §103D-315(c) and § 30-122-149(g), HAR.

50.300 METHOD OF COMPENSATION

Offerors will be paid either fixed fee or contingency fee or a combination of both, based on the Offeror's proposal.

50.400 ADJUSTMENTS TO COMPENSATION

Contractor acknowledges that audit disallowances and other changes may require adjustments in the compensation due to the Contractor.

In the event that future actions would either disallow or reduce payments already made to the Contractor, the Contractor will assist the DHS in defending the validity of the claim for reimbursement for which such payments have been made. If the disallowance or reduction is upheld, the Contractor will then participate in the adjustment to the extent that the amount of disallowance or reduction contributed to the fee received by the Contractor. Payment to the DHS must be made within thirty

(30) business days of official notice from the DHS to the Contractor of the need for the adjustment.

50.500 INVOICING

Contractor shall submit a monthly invoice, original plus three (3) copies to the DHS Contract Administrator or designated representative and at the address specified by the DHS Contract Administrator.

Invoices must include itemized information and shall reference the contract number assigned to this contract.

Please see Section 30.450 and Appendix F for compliance requirements for final payment on the contract.

50.600 PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods and services to make payment. For this reason, the State will reject any proposal submitted with a condition requiring payment within a shorter period. Further, the State will reject any proposal submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Offeror and/or Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest not in conformance with statute.

Please see Subsection 30.450 for final payment requirements.

SECTION 60 BACKGROUND

60.100 GENERAL BACKGROUND

The Department of Human Services (DHS) is divided into four major program divisions with two program offices administratively attached for support services.

60.200 BENEFIT, EMPLOYMENT AND SUPPORT SERVICES DIVISION

The Benefit, Employment and Support Services Division (BESSD) is the largest of the four divisions of DHS and provides a continuum of services aimed at basic living needs and employment support. It is the Division with the responsibility for the TANF programs and other public assistance.

The Division's programs are designed to improve the total economic well-being of its clients.

60.300 STATEWIDE TEEN PREGNANCY PREVENTION PROGRAMS

Teen Pregnancy Prevention Efforts of the Department of Human Services:

The department has 20 contracts with private providers such as Kapiolani Medical Center for Women and Children and KALO, as well as Memoranda of Agreement (MOA) with various state departments, such as the Department of Defense (DOD), Department of Health (DOH), Department of Education (DOE), University of Hawaii (UH), Office of Youth Services (OYS), and State Foundation on Culture and the Arts. The services encompass the Teen Pregnancy Prevention effort to include alternative activities for children with after-school programs, community-based involvement, and teacher training and course offerings in teen pregnancy prevention curricula. A brief description of each service is provided below.

- **Healthy Lifestyles in Our Community:** The program is in conjunction with the Department of Defense and is designed for at-

risk youth between the ages of 5 and 18 years of age to focus on alternative activities, family strengthening, prevention and reduction of out-of-wedlock pregnancies, and drug awareness issues.

- **Kanu O Ka Aina Learning (KALO):** Teen pregnancy prevention and family strengthening services at nine (9) Native Hawaiian charter schools.
- **Monitoring and Assessment:** Through the MOA with DOH, to provide guidance and expertise in the realm of teen pregnancy prevention efforts, including monitoring and assessment of teen pregnancy prevention programs and services.
- **Parent and Child Education (PACE) Program:** In a contract with Kapiolani Medical Center for Women and Children, Teen Intervention Program, the department provides a school-based interactive skill-building training program, by way of a puppet show to fifth and sixth graders. The program also provides interactive skill-building teen pregnancy prevention training to parents and/or significant adults.
- **Peer Education Program (PEP) and Graduation, Reality and Dual Skills (GRADS) Training:** In conjunction with the DOE, through the Office of Curriculum, Instruction and Student Support, we are providing training to PEP and GRADS instructors and students in the Making a Difference (MAD) and Reducing the Risk (RTR) curricula.
- **State Foundation on Culture and the Arts (SFCA):** The department entered into an agreement with the SFCA to provide arts and cultural education and other related services that are intended to increase or improve the prevention and reduction of out-of-wedlock pregnancies by “leveling the playing field” for youngsters from disadvantaged circumstances so that such youngsters may avail themselves of the proven ability of the arts to promote life skills and prevent bad decision making.
- **Teacher Development Course:** A professional development course in sexuality through the University of Hawaii, available for public and private school teachers, counselors and administrators from K through 12th grade.

- **Uniting Peer Learning, Integrating New Knowledge (UPLINK):** An activity-based after-school program through an agreement with the DOE, to proactively prevent middle school students from engaging in risky behaviors during the late afternoons when schools are not in session.
- **Youth Service Centers:** Through the MOA with OYS, at-risk youth and their families can feel comfortable accessing a continuum of services and resources during after-school hours, weekends, school intercessions and holidays provided at twelve (12) community-based locations statewide.

SECTION 70 SCOPE OF WORK

70.100 INTRODUCTION

In general, the DHS is seeking the services of a Contractor to:

- Review of national research and evaluation literature on efforts to reduce teen pregnancy, and develop a report describing what is known on the effectiveness of various approaches;
- Develop goals and objectives for teen pregnancy prevention projects that directly relate to TANF purposes, particularly purpose 3 which is to prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numeric goals for preventing and reducing the incidence of these pregnancies;

Using the results of the review and the goals/objectives, develop measures for evaluation that consider; a) the small sample of universe that will exist for each separate provider, b) the time-limited nature of funding for each project, c) the desire of DHS to measure relative effectiveness, so that we can utilize this information in the selection of future providers and/or influence future proposed designs, and d) the unwillingness of DHS to operate a random assignment design to measure effectiveness;

- Develop data collection instruments and interview instruments for use with diverse provider groups;

- Conduct interviews with selected representatives of the agencies currently contracted by the DHS to provide the teen pregnancy prevention programs;
- Conduct interviews with selected key Hawaii stakeholders to ascertain their expectations for the teen pregnancy prevention programs;
- Conduct interviews with selected DHS staff members who are knowledgeable about the teen pregnancy prevention initiative;
- Analyze the data collected for each program and across all programs;
- Develop a report on the findings that, as definitively as possible, advises as to the effectiveness of each teen pregnancy prevention program currently funded, compares the relative effectiveness of the various program approaches, provides recommendations for improvements in program designs and the operation of the various funded programs, and provides a basic formula for DHS to utilize in considering funding future program efforts in this area.

The above activities must be conducted within the contract term in the context of the existing State agency organizational structure and State general revenue budgetary limitations. Recommendations for future State legislation or reorganization are sought to further enhance strengthened human services delivery (see "deliverables" below).

The Contractor is responsible for clearly specifying and requesting data and information needed to accomplish the scope of work of the contract.

The Contractor has overall responsibility for the timely and successful completion of all work requirements. Each proposed initiative will have a separate timetable unique to that initiative.

70.200 GENERAL KNOWLEDGE AND SKILLS REQUIREMENTS

1. Experience and understanding of the policies and issues surrounding teen pregnancy prevention programs;
2. Experience in developing performance measures for social service programs;
3. Practical experience in evaluation design and implementation;
4. Understanding of the evaluation process and methods, including quantitative and qualitative measures;
5. Demonstrated experience in establishing partnerships between program personnel and evaluation team members;
6. Producing quality comprehensive reports of findings and recommendations;

70.300 CONTRACTOR'S RESPONSIBILITIES

- Review of national research and evaluation literature on efforts to reduce teen pregnancy, and develop a report describing what is known on the effectiveness of various approaches;
- Develop goals and objectives for teen pregnancy prevention projects that directly relate to TANF purposes, particularly purpose 3 which is to prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numeric goals for preventing and reducing the incidence of these pregnancies;

Using the results of the review and the goals/objectives, develop measures for evaluation that consider; a) the small sample of universe that will exist for each separate provider, b) the time-limited nature of funding for each project, c) the desire of DHS to measure relative effectiveness, so that we can utilize this information in the selection of future providers and/or influence future proposed designs, and d) the

unwillingness of DHS to operate a random assignment design to measure effectiveness;

- Develop data collection instruments and interview instruments for use with diverse provider groups;
- Conduct interviews with selected representatives of the agencies currently contracted by the DHS to provide the teen pregnancy prevention programs;
- Conduct interviews with selected key Hawaii stakeholders to ascertain their expectations for the teen pregnancy prevention programs;
- Conduct interviews with selected DHS staff members who are knowledgeable about the teen pregnancy prevention initiative;
- Analyze the data collected for each program and across all programs; and
- Develop a report on the findings that, as definitively as possible, advises as to the effectiveness of each teen pregnancy prevention program currently funded, compares the relative effectiveness of the various program approaches, provides recommendations for improvements in program designs and the operation of the various funded programs, and provides a basic formula for DHS to utilize in considering funding future program efforts in this area.

70.400 DELIVERABLES

- Develop a report on the findings that, as definitively as possible, advises as to the effectiveness of each teen pregnancy prevention program currently funded, compares the relative effectiveness of the various program approaches, provides recommendations for improvements in program designs and the operation of the various funded programs, and provides a basic formula for DHS to utilize in considering funding future program efforts in this area.

- Recommendations for improvements in program designs and the operation of various programs with TANF;
- Documentation regarding the types of performance measures to be included in the teen pregnancy prevention contracts.
- Provide quarterly status reports.
- Data collection and interview instruments

70.500 STATE'S RESPONSIBILITIES

- Monitor the status of the Requirements Analysis task through status meetings, monthly status reports and the Detailed Work Plan.
- Review and approve the Requirement Analysis Report.
- Issue progress payment to Contractor, after receiving appropriate invoices and the satisfactory receipt of deliverables.

70.600 DETAILED WORK PLAN (DWP)

The Contractor shall prepare and maintain a Detailed Work Plan (DWP) for each program initiative that includes all applicable tasks identified in this section of the RFP. The DWP will present each task in sufficient detail and clarity as to enable the DHS to be satisfied that work is to be performed in a logical, timely, and efficient manner. **A preliminary draft of the DWP shall be submitted with the technical proposal.**

- The first DWP shall be due sixty (60) working days from the official contract start date as contained in the Notice to Proceed notice.
- The DWP shall be reviewed and amended periodically as may be necessary
- The DWP shall specify that the deadline for completing the review of national research (page 59 bullet 1) and evaluation

of DHS teen pregnancy prevention contracts funded with TANF shall be due no later than one hundred twenty (120) working days from the official contract start date.

70.700 RECOMMENDATIONS

Offeror shall make recommendations for the goals and objectives for teen pregnancy prevention projects and the establishment of annual numeric goals for preventing and reducing the incidence of teen pregnancies to be utilized in the future procurement of such services. Offeror shall also make recommendations regarding the type of performances measures to be included in the Teen Pregnancy Prevention contracts.

70.800 DWP REVIEW AND APPROVAL PROCESS

All deliverables provided by the Contractor will be reviewed by the DHS and will require formal approval from the DHS Contract Administrator. The DHS will complete and document the results of the review for each deliverable within ten (10) working days from receipt of the deliverable from the Contractor.

Based upon the review, the DHS may accept, partially or conditionally accept, or not accept the deliverable. The DHS reserves the right to disapprove Contractor's recommendations without penalty when they stand in conflict with the policy and fiscal interest of the State. The DHS will complete and document the results of the review of each submitted deliverable within ten (10) working days from receipt of the deliverable from Contractor.

70.900 MISSED DELIVERABLES

Any deliverable received after the date specified in the approved DWP will be considered deficient. Likewise, any deliverable that is received on or before the date specified in the approved DWP and is incomplete, that is rejected in whole or in part, or that is conditionally approved will be considered deficient.

Within three (3) working days of notification of the deficiency by the DHS Contracts Administrator, the Contractor must submit to the DHS Contracts Administrator a corrective action plan that

documents the steps the Contractor will take to correct the deficiency and bring the project back on schedule. The correction plan shall include a revised DWP for review and approval by the DHS.

71.000 AUTHORIZATION TO PROCEED WITH WORK TASKS

The DHS does not encourage and will not participate in, or in any way be bound by, work tasks that are performed without the DHS approval. The Contractor shall be required to follow the approved DWP at all times. Any scheduled work tasks performed by the Contractor prior to approval by the DHS is at the Contractor's own risk and cost.

71.100 FACILITY AND EQUIPMENT ACCOMMODATIONS

During the term of the contract and any extensions thereof, the DHS will not be responsible or be required in any way to provide office space accommodations or equipment for Contractor's employees.

71.200 COMPUTER RESOURCES

The Contractor shall be responsible for providing data processing hardware or software to support the completion of all tasks. No State data processing resources, equipment, or employee, will be available to the Contractor except for files, tapes, reports, or other information that may be necessary for Contractor to supports its efforts. The Contractor shall use and maintain word processing and spreadsheet software compatible with or easily converted to and from the State's and/or DHS' standard.

The DHS will evaluate and approve the Contractor's proposal approach to the overall and specific tasks within each of the three phases or each program initiative.

71.300 PROJECT ADMINISTRATION

The DHS Contract Administrator (see Section 10.700) will serve as the DHS' primary liaison to the Contractor during all phases of the contract. The DHS Contract Administrator, or designee, will chair status meetings to oversee scheduling of DHS resources as necessary, receive all deliverables, provide overall direction

during the development activities and deliverable reviews, and monitor and assess the Contractor's (and subcontractor's, if any) performance.

The Contractor's Project Officer or designee will represent the Contractor and serve as the Contractor's primary liaison to the DHS Contract Administrator during the term of the contract and any extensions thereof.

The DHS Contract Administrator will coordinate and refer the Contractor to appropriate DHS and/or State staff as necessary.

SECTION 80 TECHNICAL PROPOSAL

80.000 INTRODUCTION

This section describes the required content and format for the technical proposal and the intent is to ensure submission of information essential to understanding and evaluating the proposal. There is no intent to limit the content of the proposal, which may include any additional information deemed pertinent by Offeror. It is essential that the Offeror provide the information in the following order, separated by tabs:

1. Transmittal Letter
2. Executive Summary
3. Company Background and Experience
4. Project Organization and Staffing
5. Technical Approach
6. Approach to Contract Task Areas
7. Project Management and Control
8. Detailed Work Plan
9. Financial Statements/Annual Report
10. Required Forms (Appendices A,B,C,D,E,F)
11. Assumptions, if any
12. Anticipated Problems Areas, if any

Failure of an Offeror to comply with items 1 through 12 above will result in rejection of the proposal during this phase of the evaluation.

The Offeror must state specifically where each requirement noted above is met within the RFP.

80.100 TRANSMITTAL LETTER

The transmittal letter must be on official letterhead and be signed by an individual authorized to legally bind the Offeror. The letter shall include:

- A statement indicating that the Offeror is a corporation or other legal entity. All subcontractors shall be identified and a statement included indicating the percentage of work to be performed by the prime Offeror and if any, each subcontractor. The prime Offeror must be responsible for conducting at least 40% of the total proposed work and this must be more than the percentage of work assigned to any subcontractor;
- A statement that the Offeror is/will be registered to do business in Hawaii and has/will obtain a State of Hawaii General Excise Tax (GET) License by the start of work. Provide the Hawaii GET number if available and/or a Federal tax identification number;
- A statement that the Offeror has read, understands and agrees to all provisions of the this RFP or if not agreeable, has submitted a "Special Conditions and Clarification" with the proposal to note the exceptions that the Offeror is not in agreement with or partially agree;
- A statement identifying all amendments and addenda to this RFP issued by the DHS Issuing Officer and received by the Offeror. If no amendments or addenda have been received, a statement to that effect should be included;
- A statement of affirmative action that the Offeror does not discriminate in its employment practices with regard to race, color, religion, creed, age, sex, national origin or mental or physical handicap, except as provided by law;
- A statement that the Offeror and subcontractor(s), if any, maintains a drug-free workplace;
- A statement that neither cost nor pricing is included in this letter or technical proposal;

- If the use of a subcontractor(s) is proposed, a statement from each subcontractor(s) must be appended to the transmittal letter signed by an individual authorized to legally bind the subcontractor(s) and stating the general scope of work to be performed by the subcontractor(s);
- A statement that no attempt has been made or will be made by the Offeror to induce any other party to submit or refrain from submitting a proposal;
- A statement that the person signing this proposal certifies that he/she is the person in the Offeror's organization responsible for, or authorized to make decisions as to the prices quoted; that the offer is firm and binding, and that he/she has not participated and will participate in any action contrary to the above conditions;
- A statement that it is understood that if awarded the contract, the Offeror's organization will deliver the goods and services which meet or exceeds the specifications in the RFP and any amendments and addenda, thereof;
- A statement that the Offer Form, Appendix A, pages OF-1, OF-2, and OF-3 is completed and attached/enclosed in the proposal in "Required Forms";
- A statement that the Offeror shall provide at no additional cost to the DHS, all documentation, including but not limited to: actual source documents; accounting records; user, operations, and training manuals; system documentation, if any; and computer software needed, if any, to maintain operations should the DHS notify the Contractor that it will assume partial or complete turnover of operations for a program initiative;
- A statement that the Offeror acknowledges that the State shall receive perpetual, unlimited license to use all software developed by the Offeror required to carry forth the project beyond expiration and/or termination of the contract;

- A statement that the Offeror acknowledges and accepts the provision of Subsection 50.300, Method of Compensation and Subsection 50.400, Adjustments to Compensation;
- A statement that the Offeror acknowledges and understands the DHS' definition of "Cost-Neutral(ity)";
- A statement that the Offeror agrees that the DHS has the right to disapprove Offeror's recommendations without penalty when it determines that they stand in conflict with policy or fiscal interest of the DHS and/or State.

80.200 EXECUTIVE SUMMARY

The executive summary shall provide the DHS with a broad understanding of the entire proposal. The executive summary shall clearly and concisely condense and highlight the contents of the technical proposal in such a way as to provide the DHS with a broad understanding of the Offeror's qualifications and approach to meeting the requirements of the RFP.

The executive summary chapter shall highlight, but not be limited to the Offeror's:

- Understanding of the project requirements;
- Understanding of the evaluation process and methods, including quantitative and qualitative measures;
- Qualifications to serve as the Contractor for the project; and
- Overall approach to the project and a summary of the contents of the proposal.

80.300 COMPANY BACKGROUND AND EXPERIENCE

The company background and experience section shall include from the Offeror and each subcontractor, if any, the background of the company, its size and resources (gross revenues, number of employees, types of businesses), and details of company experience relevant to this RFP.

80.310 HISTORY OF THE COMPANY

- Provide a general description of the primary business of Offeror's organization and its client base;
- Provide a brief history and current company ownership, including the ultimate parent organization and major shareholder/principles. Include date incorporated or formed and corporate domicile. Please note that an out-of-state Offeror must become duly qualified to do business in the State of Hawaii before a contract can be executed.
- Ownership (public company, partnership, subsidiary, etc), including the officers of the corporation, and the name and address of its registered agent;
- The home office location and all other offices, by city and state;
- The location of office from which any contract would be administered;
- The name, address, telephone number, facsimile number, and email address of the Offeror's point of contact for a contract resulting from this RFP;
- The number of employees Offeror hires both locally and nationally;
- The size of organization in assets, revenue, and people; and
- The areas of specialization.

80.320 COMPANY EXPERIENCE

The Offeror shall document the experience, resources, qualifications, and credentials of the Offeror by demonstrated experience in projects of similar scope and size. Proposals should demonstrate that the Offeror has sufficient corporate experience and has been successful in performance of similar or relevant projects.

For each project listed by Offeror, the Offeror should include, but is not limited to:

- Statements specifying the extent of responsibility on each described project. A description of the project scope and the relationship to the products outlined in this RFP should also be included. The project team should be clearly identifiable and reference should be made to any staff to be utilized for this RFP;
- Documentation demonstrating acceptance of project deliverables to the satisfaction of client (include the client's name and appropriate references). Documentation demonstrating Offeror's initiatives and approved and implemented by the client may also be included;
- Statements identifying the standards used in previous projects and the results for any peer reviews which may have been conducted on such projects;
- Examples of no more than three relevant recent evaluations that have been completed by Offeror.
- A statement of the Offeror's other business(s) or contractual obligations;
- A statement of Offeror's involvement in litigation, if any, that could affect the work required of this RFP, if awarded the contract;
- To the extent that an Offeror intends to use a subcontractor in order to meet the necessary experience, organization, technical qualifications, skills, or other requirements, Offeror must document a recent performance history which indicates an acceptable subcontracting system and documentation that the prospective subcontractor(s) meet said requirements;
- For each referenced project, the Offeror shall provide the following:
 - (1) Title of project;
 - (2) Name of client organization;

- (3) Client reference, including name and job title, current telephone number and address of contact person;
- (4) Schedule and actual start/end dates of project, and reasons for variance(s);
- (5) Total contract value;
- (6) Amount of revenue generated and/or cost savings per program initiative, if any, above measurement basis over contract term;
- (7) Total staff hours for the project;
- (8) Transaction processing volume, if any;
- (9) Brief description of work;
- (10) Description of data processing hardware/software employed and developed, if any; and
- (11) Claim rejection rate, if any or if applicable and dollar value per program initiative.

Offeror must include authorization allowing the DHS to contact referenced clients.

The Offeror should be an entity with:

- Specific experience in successfully designing, developing, and implementing evaluations;
- Experience in the completion of at least three relevant recent evaluation ;
- Direct experience in evaluating teen pregnancy prevention programs;
- Experience in working with AFDC, TANF and/or related programs that work with teens and at-risk families;

In addition, Offerors may be asked to provide samples of the referenced work for review during the evaluation process.

80.400 PROJECT ORGANIZATION AND STAFFING

The project organization and staffing section shall describe the Offeror's approach to organization and staffing the required level of effort to achieve the objectives of the RFP. The information provided should provide the DHS with a clear understanding of the organization, functions of key personnel, and on-site personnel during start-up and on-going operations.

80.410 ORGANIZATION

The project organization shall include the following for each proposed initiative:

- Organization chart which shows the structure of the organization and identifies the proposed staff positions to be utilized in this project, including full time equivalents (FTE) and their work locations;
- Responsibilities of key personnel shall be described;
- Resumes of all key personnel that will be assigned to this project must be included in a proposal appendix. The information shall be presented as described in the following subsections; and
- Key personnel shall not be added or removed from the project without prior approval from the DHS.

80.420 PROJECT ORGANIZATION CHARTS

Proposal shall specify the number of experienced staff that will be working on the project and shall describe the proposed organization structure. Organization charts shall be included and reflect the duration of the project. Organization charts shall include:

- All proposed individuals and their resumes. The chart shall identify their major areas of responsibility for each initiative, percent of time dedicated to the project, and location of work

activity. All subcontractor personnel, if any, shall be clearly identified; and

80.430 KEY PERSONNEL RESUMES

Individual resumes must be provided for the key management positions and other key professional positions that will work on the project. Resumes must be included in a proposal appendix and must show all employment history for relevant and related experience (including specific dates and names of employers); and all education and degrees (including names of the educational institution). For unfilled positions, detailed job descriptions and minimum qualifications for each are required.

Verifiable references for key personnel must be included in each resume and must include the following:

- Names, position titles, and current phone numbers and addresses of a minimum of three (3) clients or former employers who can give information on the individual's experience and competence;
- For each client/project listed as a reference, the following must be included:
 - (1) Full name, position title, and current telephone number and address;
 - (2) Start and end dates of the referenced project;
 - (3) Position(s) of the individual(s) within the project organization;
 - (4) Brief description of the individual's responsibilities; and
 - (5) Other relevant experience.
- Individuals proposed for key management positions must have a minimum of three (3) years experience in similar positions with equivalent levels of responsibility within the past seven (7) years. Resumes for each individual

successively or concurrently assigned project management responsibilities during the project must be provided. Key management positions include but are not limited to:

- Project Director;
- Project Manager

80.500 TECHNICAL APPROACH

This section shall provide a general description of Offeror's approach to each project phase and associated tasks and developing the deliverable products specified in this RFP. The approach should demonstrate the Offeror's overall understanding of the DHS' objective and goals of the RFP. This discussion should identify any major issues and policy decisions which will affect the overall objectives and goals of the RFP.

80.510 UNDERSTANDING OF LAWS, POLICIES, AND PROCEDURES

Proposals shall present evidence of Offeror's understanding of Federal and State laws, regulations, policies and procedures relating to Temporary Assistance to Needy Families (TANF) purpose of preventing and reducing the incidence of teen pregnancies.

For this initiative, the Offeror must demonstrate the following, but is not limited to:

- Knowledge of TANF purposes;
- Knowledge of teen pregnancy causes and prevention strategies;

80.520 ASSUMPTIONS

The Offeror shall describe the assumptions, if any, made in preparing the proposal.

80.530 ANTICIPATED PROBLEM AREAS

The Offeror shall identify the problems that could be reasonably expected, and describe the approach for resolving them.

80.540 *APPROACH TO CONTRACT TASK AREAS*

The Offeror shall describe the technical approach proposed for the tasks Sections 70, Scope of Work above. The Offeror shall address the following:

- Technical approach to the overall project;
- Offeror shall describe a evaluation methodology;

80.550 *PROJECT MANAGEMENT AND CONTROL*

The Project Management and Control section shall include details of the method to be used in managing the project, controlling project activities and reporting progress. This section shall cover:

- Project management approach;
- Authority of the project manager;
- Project control approach, to include previous use of control methods and tools to successfully complete projects on schedule and plan for reporting to the State;
- Approach to ensuring quality and timeliness of deliverables and completion of tasks and responsibilities; and
- Ensuring security, confidentiality, and auditability.

80.600 **Detailed Work Plan (DWP)**

A preliminary draft of the Detailed Work Plan (DWP) must be submitted and shall include a work breakdown of the entire project, including all minor tasks and a schedule for the performance of each task. The DWP shall include, but is not limited to:

- Detailed descriptions of the major phases, tasks, and subtask necessary to accomplish the requirements of this RFP;

- Identification of the responsible party for each major phase and task;
- Discussion of the flexibility of the DWP to meet changes in program requirements and cope with the delays should they occur; and
- Include a chart showing duration, planned start and end dates, and resource loading of all major tasks.

The DWP shall demonstrate an understanding of the relationship of relevant entities that are affected by the objectives sought in this RFP. The DWP shall set forth necessary steps and reasonable options to achieve any recommendations made by Offeror, taking into consideration existing State resources and capabilities.

- The schedule for all deliverables must provide a reasonable review period by the State of at least ten (10) business days.
- The Offeror shall provide a detailed description of the processing approach, equipment, and facilities to be used. Such description should include data processing environment and operations facility.

80.900 FINANCIAL STATEMENTS

The following financial statements shall be included with the proposal:

- (1) Balance sheet;
- (2) Statement of income;
- (3) Statement of changes in financial position;
- (4) Statement of cash flow; and
- (5) Auditor's report

SECTION 90 OFFEROR'S BUSINESS (PRICE) PROPOSAL

90.100 INTRODUCTION

The Offeror shall provide a cost proposal that describes the Offeror's proposed fees.

This RFP provides Offeror's to bid on this project/ initiative or fixed fee bids.

The thrust of providing the option of fixed fee cost proposals is: enhanced effectiveness and cost efficiency in the delivery of services.

90.200 PROJECT BUDGET/ESTIMATES OF DIRECT AND INDIRECT COSTS

The Offeror shall provide a budget breakdown of projected costs incurred for each program initiative proposed by the following cost elements:

- Type A – Personnel
- Type B – Other Operating Costs
- Type C – Equipment
- Type M – Motor Vehicle

If subcontractors are proposed, these costs should be identified separately under Type B for each subcontractor.

90.300 OFFEROR'S FEE NOT TO EXCEED MAXIMUM LIMITS

The Offeror shall provide a specific dollar amount representing the compensation amount of the contract.

SECTION 100 PROPOSAL EVALUATION AND EVALUATION CRITERIA

100.000 INTRODUCTION

The DHS will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. The evaluation of proposals will be conducted in nine (9) steps outlined below.

The award will be made to the responsive, responsible Offeror whose proposal is determined to provide the most advantages to the State, taking into consideration price and other criteria set forth in the RFP.

The contract that the State intends to utilize is attached to this RFP and identified as Appendix E. The awarded executed contract must be reviewed and approved as to form by the State Department of the Attorney General.

100.200 EVALUATION COMMITTEE

The Procurement Officer, or an Evaluation Committee of at least three (3) qualified State employees approved by the Procurement Officer shall evaluate proposals. Additionally, the Procurement Officer may, at the Procurement Officer's discretion, designate additional qualified representatives to serve on the Evaluation Committee. The evaluation will be based solely on the evaluation criteria set forth below.

Proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable. Discussions may be conducted with Priority-Listed Offerors who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without such discussions. The objective of the discussions is to promote understanding of the DHS' requirements and Priority-Listed Offeror's proposals and to facilitate arriving at a contract that will provide the best value to the State, taking into consideration the evaluation factors set forth in the RFP.

If numerous acceptable and potentially acceptable proposals are submitted, the Evaluation Committee may rank the proposals and limit the priority list to three (3) responsive, responsible Offerors who submitted the highest-ranked proposals.

The Evaluation Committee will evaluate the proposal based on the technical content and price. Proposals will be awarded

points based on meeting the specific requirements of the RFP. Each technical criterion shall receive a score not to exceed the maximum points assigned to that criterion. The evaluation of proposals shall be conducted in the following steps discussed below.

100.300 EVALUATION OF MANDATORY SUBMISSION REQUIREMENTS

Each proposal shall be evaluated to determine whether the requirements as specified in the RFP have been met. The proposal will first be evaluated against the following criteria:

- (1) Proposal was submitted within the closing date and time for proposals (refer to Subsection 30.600);
- (2) Technical and Business Proposals are in separate and sealed envelopes (refer to Subsection 30.600);
- (3) The proper number of separately bound and unbound copies are in sealed envelopes (refer to Subsection 30.600);
- (4) The Offer Form, OF-1, OF-2 and OF-3 Appendix A is completed and submitted (refer to Subsection 30.200);
- (5) Proposals contain the necessary information in the proper order (refer to Subsection 80.000);
- (6) Proposals contain at a minimum, sections in the Technical Proposal as listed below:
 - Transmittal Letter
 - Executive Summary
 - Company Background and Experience
 - Project Organization and Staffing
 - Technical Approach
 - Approach to Contract to Contract Task Areas
 - Project Management and Control
 - Detailed Work Plan
 - Financial Statements/Annual Report
 - Required Forms (Appendices A, B, C, D, E, F)
 - Assumptions, if any
 - Anticipated Problem Areas, if any

(7) The Business Proposal must contain at a minimum:

- Project Budget

Failure of the Offeror to comply with the instructions of this RFP or failure to submit a complete proposal shall be grounds for deeming the proposal as non-responsive to the RFP. However, the State reserves the right to waive minor irregularities in proposals, provided such action is in the best interest of the State. Where State may waive such minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the contract.

Proposals deemed by the Evaluation Committee to be incomplete or not in accordance with the specified requirements of the RFP shall be disqualified and the proposal returned to the Offeror with a letter of explanation.

100.400 TECHNICAL PROPOSAL EVALUATION AND SCORING – 950 Total Points

Those proposals meeting the mandatory requirements shall be further evaluated. State shall determine if the Offeror's Technical Proposal is responsive to the requirements set forth in the RFP. The total points that an Offeror may score is 1,000 points which consists of a possible total score of 950 points for the Technical Proposal and a possible score of 50 points for the Business Proposal. The Technical Proposal will be evaluated in the following areas:

100.410 STEP 1: MANDATORY REQUIREMENTS

The evaluation of the mandatory requirements shall be based on a "pass/no pass" basis. No points shall be assigned for these requirements. The purpose of this step is to determine whether a proposal is sufficiently responsive to the RFP to permit a complete evaluation. Each proposal will be reviewed for responsiveness. Failure to meet minimum mandatory requirements ("no pass") will be grounds for deeming a proposal non-responsive to the RFP and for disqualifying the proposal.

Only those proposals meeting the mandatory requirements ("pass") of Step 1 will be considered for further review and evaluation.

All proposals that pass this first Step 1, shall be classified as "acceptable" or "potentially acceptable" and will move on to Step 2 below.

100.420 STEP 2: EVALUATION OF THE TECHNICAL PROPOSAL – 950 POINTS

During this step, The Evaluation Committee (EC) shall conduct preliminary evaluations of the Technical Proposal for all proposals that passed Step 1 above. Evaluation and scoring will be conducted in the following categories:

100.420.1 UNDERSTANDING THE REQUIREMENTS/PROJECT – 150 POINTS

The EC will evaluate the Offeror's understanding of the State's goals and objectives in seeking the services, and the nature and scope of work involved against the following criteria:

- (1) Has the Offeror demonstrated a thorough understanding of the purpose and scope of the project?
- (2) How well has the Offeror identified pertinent issues and potential problems related to the project?
- (3) Has the Offeror demonstrated that it understands the deliverables the State expects Offeror to provide?
- (4) Has the Offeror demonstrated that it understands the State's time schedule and can meet it?

100.420.2 COMPANY FINANCIAL STABILITY – 25 POINTS

The EC will evaluate the financial condition of the Offeror to determine whether, in the EC's opinion, the Offeror has sufficient financial resources to meet all terms and conditions of the contract. Specifically, the proposal will be evaluated against the following criteria:

- (1) Has the Offeror submitted audited financial statements?

- (2) Does the Offeror possess sufficient financial resources to maintain the capital investment in this project until the State accepts the deliverables for turnover?

100.420.3 COMPANY BACKGROUND – 25 POINTS

The EC will evaluate the Offeror's and any proposed subcontractor's experience in similar projects. The EC will verify the Offeror's past experience with other clients. Background information provided by the Offeror on its company and its resources will be evaluated. The following criteria will be used:

- (1) Has the Offeror and/or subcontractor(s) provided general company background information?
- (2) Has the Offeror been responsive to previous clients?
- (3) Was the Offeror timely in meeting its deliverables?
- (4) Did the Offeror adhere to contract requirements?
- (5) Was the Offeror available and accessible in previous projects?

100.420.4 COMPANY EXPERIENCE – 75 POINTS

The Offeror's and all subcontractor(s) (if any) experience in conducting evaluations. Specific experience in conducting evaluations dealing with TANF issues such as teen pregnancy prevention. Proposal will be evaluated against the following criteria:

1. Experience and understanding of the policies and issues surrounding teen pregnancy prevention programs;
2. Experience with and understanding of TANF policies, purposes and issues;
3. Practical experience in evaluation design and implementation;

4. Understanding of the evaluation process and methods, including quantitative and qualitative measures;
5. Demonstrated experience in establishing partnerships between program personnel and evaluation team members;
6. Producing quality comprehensive reports of findings and recommendations;

100.420.5 PROJECT ORGANIZATION AND STAFF – 200 POINTS

The evaluation criteria of the project organization and staffing will involve detailed criteria evaluating the Offeror's overall staffing approach to the project and tasks, qualifications of key personnel, and the past performance of Offeror and the individuals proposed for the contract. The proposed organization and staffing resources will also be evaluated to assess the Offeror's capability to complete all the deliverables within the project timeframe. References for proposed individuals will be checked and included in the evaluation of this section. Reference checking is not limited to only those references supplied by the Offeror. Proposals will be evaluated against the following criteria:

A. Organization Charts:

- (1) Approach and rationale for the structure, functions, and staffing of the proposed organization for the overall project tasks;
- (2) Approach and rationale for the number and types of personnel proposed;
- (3) Approach and rationale for use of subcontractors, if any;
- (4) Work location of personnel.

B. Key Personnel Resumes:

- (1) Individuals proposed for the key management positions must have a minimum of three (3) years of experience in similar positions with equivalent levels of responsibility within the past seven (7) years;
- (2) If management responsibilities will be successively or concurrently assigned to more than one individual during the project, resumes must be provided for each person concerned;
- (3) Does the Project Director and/or Project Manager proposed by Offeror, meet the minimum experience requirements:
 - a. Experience with TANF programs;
 - b. Experience evaluating programs, especially TANF and related social welfare programs;
 - c. Experience working on governmental data processing projects;
 - d. Other managerial experience; and
 - e. Relevant education and training – academic and professional credentials should exceed master level degree and certification by an appropriate credentialing organization.
- (4) OTHER KEY PERSONNEL

Individual resumes or detailed job descriptions are required for other key personnel proposed by Offeror.

100.420.6 TECHNICAL APPROACH – 300 POINTS

Evaluation criteria for this section will assess the Offeror's approach to the evaluation of TANF funded Teen Pregnancy Prevention services. Specifically, proposals will be evaluated against the following criteria:

- (1) Adequacy of the Offeror's understanding of Federal and State policies and issues surrounding teen pregnancy prevention programs;
- (2) Understanding of the evaluation process and methods;
- (3) Demonstrated experience in evaluation design and implementation;
- (4) Offeror's requirements analysis methodology;

100.420.7 PROJECT MANAGEMENT AND CONTROL – 50 POINTS

This part of the evaluation assesses the Offeror's approach to project management and project control methods and tools to successfully complete projects on schedule. The Offeror shall address, and proposal will be evaluated against the following criteria:

- (1) Project management approach;
- (2) Authority of the project manager;
- (3) Project control approach (including demonstrated previous use of control methods and tools to successfully complete projects on schedule; plan for reporting to DHS);
- (4) Approach to ensuring quality and timeliness of deliverables, completion of tasks, and fulfillment of responsibilities; and
- (5) Ensuring security, confidentiality, and auditability.

100.420.8 DETAILED WORK PLAN – 125 POINTS

This area of evaluation includes an assessment of the preliminary Detailed Work Plan (DWP), including an appraisal of the logic of the work plan, clarity of work assignments, and organizational roles, responsibilities, and authorities, the

interfacing with the State staff, and a calculation of the achievability of the tasks and schedules.

- (1) The DWP must clearly show which tasks are assigned to and the responsibility of State staff;
- (2) A chart showing the duration, planned start and end dates, and resource loading of all tasks; and
- (3) The schedule for all deliverables must provide reasonable review time (at least 10 business days) for the State.

100.430 STEP 3: ESTABLISHING A PRIORITY LIST OF OFFERORS

The EC will award each proposal evaluated for its Technical Proposal, a preliminary score based on the evaluation conducted in Step 2 above. The proposals will then be ranked in order from highest score to lowest score. A priority list will be established and limited to the three (3) Offerors with the highest scoring technical proposal.

100.440 STEP 4: ORAL PRESENTATIONS AND INTERVIEWS WITH PRIORITY-LISTED OFFERORS

During the course of Step 4, the EC may request oral presentations and interviews with the Priority-Listed Offerors. If the EC requests for any oral presentations and interviews, then the EC shall request for oral presentations and interviews with all of the three (3) Priority-Listed Offerors. The Offeror may, at its option, refuse any oral presentations and interviews. Proposals may be accepted without oral presentations and interviews.

Priority-Listed Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Any substantial oral clarification of a proposal shall be in writing by the Priority-Listed Offeror. If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate the clarification or change.

The EC reserves the right to have additional rounds of discussions with the Priority-Listed Offerors prior to submission of Best and Final Offers.

The addendum shall only be distributed to the Priority-Listed Offerors. The Priority-Listed Offerors shall be permitted to submit new proposals or to amend the proposal previously submitted.

If in the opinion of the Procurement Officer or EC, a contemplated amendment will significantly change the nature of the procurement, the RFP shall be cancelled and a new RFP issued.

The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the discussion process.

100.450 STEP 6: BEST AND FINAL OFFERS

Following Step 5 above, Priority-Listed Offerors may be invited to submit their Best and Final Offers (BAFO) if material modifications to the RFP have been made because of Step 5 above. The Issuing Officer, designee for the Procurement Officer for this RFP, shall establish a date and time for the Priority-Listed Offerors to submit their BAFO.

If BAFOs are requested, Priority-Listed Offerors will also be given an opportunity to submit modified Business (Price) Proposals. The original Business Proposal will remain unopened and will be returned upon receiving the new Business Proposal.

If a Priority-Listed Offeror does not submit a notice of withdrawal or a BAFO with a new Business Proposal, their immediate previous offer, both Technical and Business, will be construed as their BAFO.

After BAFOs are received, final evaluations will be conducted for an award of a contract.

*100.460 STEP 7: FINAL EVALUATION OF THE TECHNICAL PROPOSAL –
950 POINTS*

During this step, the EC shall review their previous scores and conduct final evaluations and scoring of the Technical Proposal for the Priority-Listed Offerors. These Priority-Listed Offerors will be evaluated for their Business Proposal in Step 8 below.

100.500 STEP 8: EVALUATION OF THE BUSINESS (PRICE) PROPOSAL – 50 POINTS

During this step, the EC shall conduct final evaluations of the Priority-Listed Offeror's Business Proposal. The breakdowns of the points are as follows:

(1) Evaluation Design – 20 points

The reasonableness of evaluation design initiative will be used to evaluate the business proposal.

(2) Total compensation due to the Contractor (price(s) of contract) – 30 points

The proposal with the lowest price(s) will receive the highest available rating allocated to price.

100.600 STEP 9: RECOMMENDATION OF AWARD

The EC will prepare a report summarizing the findings and rankings of the Priority-Listed Offerors and will make the final recommendation for contract award.

The award shall be issued in writing to the responsible Offeror whose proposal is determined to provide the best value to the State, taking into consideration, price and the evaluation criteria in the RFP. The Award Notice will be posted for five (5) working days in the Benefit, Employment and Support Services Division Administrative Office 820 Mililani Street, Suite 606.

APPENDIX A - OFFER FORM
PAGES OF-1, OF-2, and OF-3

APPENDIX A
Contractor's Legal Name

Procurement Officer
Department of Human Services
820 Mililani Street, Suite 606
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Invitation for Bids attached hereto, and in the General Conditions, Appendix B by reference is made a part hereof and attached hereto submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: (Check ☒ **one** only):

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **or**
- ☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, is or shall be registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii as a separate branch or division capable of fully performing under the contract. State of Incorporation: _____.

Offeror is a: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture ☐ Other

Hawaii General Excise Tax License No. : _____
Federal I.D. No.: _____

Respectfully submitted:

Date: _____

Exact Legal Name of Company (Offeror) *

Telephone No.: _____

Authorized Signature

Facsimile No.: _____

Print Name

Email address: _____

Payment address, if other than street address at right: (address, city, state, zip code)

Title

Street Address (Not P.O. Box)

City, State, Zip Code

*If the Offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

OFFEROR SHALL COMPLETE AND SUBMIT THE FOLLOWING INFORMATION:

1. Offeror's Contact Person:

Contact Person Name: _____
Contact Person Title: _____
Telephone No.: _____
Facsimile No.: _____
E-Mail Address: _____

2. Insurance Coverage Information:

	<u>Carrier:</u>	<u>Policy No.:</u>
Commercial General Liability:	_____	_____
Excess/Umbrella Liability:	_____	_____
Automobile:	_____	_____
Errors and Omissions:	_____	_____
Temporary Disability:	_____	_____
Worker's Compensation:	_____	_____
Prepaid Health Care Plan:	_____	_____
Unemployment Insurance:	_____	_____
Other Insurance, if any:		
Type: _____	_____	_____
Type: _____	_____	_____

Offeror: _____
Name

OFFER FORM**OF-2****3. Client References:**

The Offeror is required to supply the State with names, addresses, and current telephone numbers of three (3) customers for which the Offeror has supplied products and/or services similar to those being requested in this RFP. All work must have been performed within the last five (5) years or current.

(1) Client Name: _____
Client Address: _____

Contact Person: _____
Title: _____
Current Phone Number: _____

(2) Client Name: _____
Client Address: _____

Contact Person: _____
Title: _____
Current Phone Number: _____

(3) Client Name: _____
Client Address: _____

Contact Person: _____
Title: _____
Current Phone Number: _____

Offeror: _____
Name

OFFER FORM

OF-3

APPENDIX B – WAGE CERTIFICATION

APPENDIX B

WAGE CERTIFICATION

RFP-HMS-903-06-05-S

Pursuant to Section 103-55, Hawaii Revised Statutes, I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to the public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector.
2. All applicable laws of the Federal and State government relating to worker's compensation, unemployment insurance, payment of wages, and safety will be fully complied with.

I understand that all payment required by Federal and State to be made by employers for the benefit of their employees are to be paid in addition to the base wages required by Section 103-55, HRS.

Offeror: _____

Signature: _____
(Authorized to sign on behalf of Offeror)

Print Name: _____

Title: _____

Date: _____

WAGE CERTIFICATION

WC-1

APPENDIX C – STANDARDS OF CONDUCT DECLARATION

APPENDIX D – CONFIDENTIALITY REQUIREMENTS CERTIFICATION

APPENDIX D

CONFIDENTIALITY REQUIREMENTS CERTIFICATION

Offeror acknowledges and understands that the Social Security Act, Section 1106(a) prohibits the unauthorized disclosure of information obtained in the administration of Social Security programs and makes such disclosure a crime. The prohibition against disclosure applies to any person coming into possession of the specified information. A person who violates the prohibition against disclosure will be deemed guilty of a misdemeanor, and if convicted, will be subject to a penalty of a fine not exceeding \$1000 or imprisonment not exceeding one (1) year, or both.

Offeror also acknowledges and understands that under the Privacy Rule, the federal governments Standard of Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, under the Health Insurance Portability and Accountability Act (HIPAA), Offeror must not disclose any Protected Health Information of an individual who qualified as a personal representative under Section 164.502(g) of the Privacy Rule. Offeror further agrees to use appropriate safeguards to prevent use or disclosure of any Protected Health Information that may be disclosed while performing the services under the Contract. Offeror agrees to report to DHS any accidental use or disclosure of the Protected Health Information of which Offeror become aware of and/or accidental use or disclosure of any Social Security information of number of which Offeror is aware of.

Offeror: _____

Signature: _____
(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

CONFIDENTIALITY REQUIREMENTS
CERTIFICATION FORM

CRCF-1

APPENDIX E – STATE STANDARD FORM CONTRACT

AND

GENERAL CONDITIONS (12/04)

APPENDIX F – SPO FORM-22, CERTIFICATE OF COMPLIANCE FOR FINAL PAYMENT

APPENDIX F

**CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT
(Reference §3-122-112, HAR)**

(This certificate must be submitted together with the tax clearance certificate for final payment on the contract.)

Reference: _____
Contract Number IFB/RFP Number

Company Name

Affirms it is in compliance with all laws, as applicable, governing doing business in the State of Hawaii to include the following:

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker's Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

maintains a *Certificate of Good Standing* from the Department of Commerce and Consumer Affairs, Business Registration Division.

Moreover, _____
Company Name

acknowledges that making a false statement shall cause its suspension and may cause its debarment from future awards of contracts.

Authorized Signature: _____ Date: _____

Print Name: _____

Title: _____

SPO FORM-22 (11/03)